

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

STARBUCKS CORPORATION

Employer

Case 19-RC-289455

Case 19-RC-289458

and

WORKERS UNITED

Petitioner

**ORDER REFERRING PETITIONS TO REVOKE
SUBPOENAS DUCES TECUM
TO HEARING OFFICER**

Petitions to Revoke Subpoenas Duces Tecum B-1-1EX3R53 and B-1-1EX4H2P having been filed with the Regional Director on February 11, 2022 by Counsel for the Employer, Starbucks Corporation.

IT IS HEREBY ORDERED that the Petitions to Revoke Subpoenas Duces Tecum be, and hereby are referred for ruling to the Designated Hearing Officer. The hearing is scheduled for February 14, 2022 at 9:00 a.m. PT.

Dated: February 11, 2022

Ronald K. Hooks

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NATIONAL LABOR RELATIONS BOARD
REGION 19
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STARBUCKS CORPORATION

Case No. 19-RC-209455

Employer,

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PETITIONER'S POST-HEARING BRIEF

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The issue in this case, in fact in all Starbucks cases, is whether Starbucks has met its “heavy burden” to overcome the Board’s well-established presumption that the single-store unit sought by Workers United is appropriate.¹ As in every other case in which a Region or the Board has rendered a decision on this matter, it has not done so for Store 2810, known as 1200 Westlake, the Westlake Drive-thru, or simply Westlake.

This is one of at least 117 petitions filed since late last summer by Workers United for a bargaining unit at a single Starbucks store. In this case, as in each of the dozens of cases that so far have been heard, Starbucks has insisted that only a multi-location unit is appropriate. So far, five Regional Directors have issued seven decisions and directions of elections—including two where the Board has denied review—covering twelve units, affirming the employees’ right to a single-store unit.²

In these cases, Starbucks introduced substantially the same insufficient evidence as it did here. This is to be expected because Starbucks operations are substantially the same everywhere. In *Mesa II*, the Regional Director found “[t]he testimony of the Employer’s witnesses clearly demonstrates that the Employer has a single core model for its stores, districts, and geographical pods which is replicated with decisiveness and precision throughout its business.”³ Starbucks introduced “evidence of near uniformity in store operations”⁴ Because the same conditions

¹ *California Pacific Medical Center*, 357 NLRB 197, 200 (2011).

² Decision and Direction of Elections, Cases 03-RC-282115, 03-RC-282127, 03-RC-282139 (Oct. 28, 2021) (“*Buffalo I*”), review denied (Dec. 7, 2021) (“*Board, Buffalo I*”); Decision and Direction of Elections, Cases 03-RC-285929, 03-RC-285986, and 03-RC-285989 (Jan. 14, 2022) (“*Buffalo II*”), request for review pending; Decision and Direction of Election, Case 28-RC-286556 (Jan. 7, 2022) (“*Mesa I*”), review denied, 371 NLRB No. 71 (2022) (*Board, Mesa I*), reproducing the Regional Director’s Decision, slip op. at 2-13; Decision and Direction of Election, Case 28-RC-289033 (Feb. 18, 2022) (“*Mesa II*”); Decision and Direction of Election, Case 19-RC-87954 (Feb. 18, 2022) (“*Seattle I*”); Decision and Direction of Election, Case 10-RC-288098 (Feb. 24, 2022) (“*Knoxville*”); Decision and Direction of Election, Cases 01-RC-287618, 01-RC-286639 (Mar. 3, 2022) (“*Boston I*”).

³ *Mesa II*, at 6.

⁴ *Id.*

exist everywhere in the country, bargaining unit members are entitled to vote in single-unit stores everywhere, as Starbucks cannot rebut the single-store presumption anywhere.

Starbucks has a difficult burden to overcome the single-store presumption. A single store unit is presumptively appropriate. “To rebut this presumption, the Employer ‘must demonstrate integration so substantial as to negate the separate identity’ of the single store unit.”⁵ Although other factors may favor a multi-location unit, when there is minimal interchange and sufficient local store labor relations autonomy, a single store unit is appropriate. *In Mesa I*, the Board found that “the remaining factors under the Board’s single-facility test—similarity of employee skills, functions, and working conditions; geographic proximity; and bargaining history—are not sufficient to rebut the single-facility presumption”⁶

Despite attempting to overcome the single-store presumption in stores nationwide, Starbucks has never produced evidence of employee interchange sufficient to do so.⁷ The Board stated that “the key question is the nature and degree of interchange and its significance in the context of collective bargaining.”⁸ Some Regional Directors have found that the appropriate measure of interchange is the hours worked by borrowed employees as a percentage of total hours worked at the store in question, or the shifts worked by borrowed employees as a percentage of total shifts worked at the relevant store.⁹ The Board approved this approach in *Mesa I* when it found interchange inadequate to rebut the single store presumption where “fewer

⁵ *Board, Mesa I*, slip op. at 1, quoting *California Pacific Medical Center*, 357 NLRB at 200.

⁶ *Id.*, slip op. at 2.

⁷ *Board, Mesa I*, slip op. at 1-2; *Board, Buffalo I*, at 2, fn.1; *Knoxville* at 33-37; *Seattle I* at 13-15; *Mesa II* at 6-7; *Buffalo II* at 25-27.

⁸ *Board, Mesa I*, slip op. at 1.

⁹ *Seattle I* at 14 (“where the amount of interchange is unclear both as to scope and frequency because it is unclear how the total amount of interchange compares to the total amount of work performed, the burden of proof is not met”) citing *Cargill*, 335 NLRB 1114 (2001) and *Courier Dispatch Group*, 311 NLRB 728, 731 (1993); *Buffalo II* at 25-26 (citing percentages of shifts and hours worked by borrowed employees at three stores at issue).

than 2 percent of shifts at Store 5610 were worked by ‘borrowed’ employees.”¹⁰ From this number the Board concluded that Starbucks did “not establish that Store 5610 employees have frequent contact with employees from other District 380 stores” and “that the employees at Store 5610 can operate with relative independence.”¹¹ And Starbucks has rarely introduced evidence showing that a relevant percentage exceeded a single digit, a number inadequate to establish significant interchange.¹² In *Mesa I*, as in all other cases to date, including this one, “the nature and degree of interchange . . . present here does not favor rebutting the single-store presumption because it does not negate the separate community of interest the Store 5610 employees are presumed to share.”¹³

Here, the most relevant measurements of interchange at the petitioned-for store show that once again, there is insufficient interchange for Starbucks to overcome the single-store presumption.¹⁴ According to the Employer’s most recent six months of data, borrowed partners worked 32 out of 2,744 shifts worked at the petitioned-for store, meaning that only 2.98 percent of the total shifts worked at the petitioned-for store were worked by borrowed employees.¹⁵ During those shifts, the borrowed employees only worked 460.6828 hours out of 17,272.51

¹⁰ *Board, Mesa I*, slip op. at 1-2.

¹¹ *Board, Mesa I*, slip op. at 1.

¹² *Knoxville*, at 35-36 (during FY 2021, borrowed employees worked .74 percent of shifts or .57 percent of hours); *Mesa II* at 7 (“borrowed shifts amounted to 1.1 percent of shifts worked in Store 55374 during the period observed”); *Seattle I* at 14 (“a borrowed partner only worked 3 to 5 percent of the total hours at the Broadway store in a week”); *Buffalo II* at 25-26 (during FY 2021, at Transit & French store, borrowed employees worked 2.6 percent of shifts or 2.1 percent of hours; at Walden & Anderson store, borrowed employees worked 1.3 percent of shifts or 1.1 percent of hours; at Sheridan & Bailey store, borrowed employees worked 4.5 percent of shifts or 3.7 percent of hours); *Buffalo I* at 21 (during FY 2021, at Elmwood store, borrowed employees worked 7.1 percent of shifts or 5 percent of hours; at Cheektowaga store, borrowed employees worked 4.4 percent of shifts or 3.8 percent of hours; “the Hamburg store, showing 81 percent of employees working at other stores in FY 2021, is an outlier in the extent of interchange because it was newly opened and initially staffed by experienced employees from other stores”); *Board, Buffalo I* (“petitioned-for stores ‘borrow’ only a very small percentage of their labor from other stores”).

¹³ *Board, Mesa I*, slip op. at 1-2 (footnotes omitted).

¹⁴ *Er. Ex. 21*.

¹⁵ *Id.*

hours, or 2.67 percent of the total hours worked in the store, according to the Employer's own data.¹⁶

Even when looking out over the Employer's most recent year of data provided—January 23, 2021, through January 23, 2022—the Westlake store still had insufficient interchange to overcome the single-store presumption. Borrowed employees worked 185 shifts out of 5,063 shifts worked in the store, resulting in 3.65 percent of shifts worked by borrowed employees.¹⁷ Similarly, borrowed employees worked 1,079.949 of the 32,717 hours worked by employees in the Westlake store for this timeframe, resulting in 3.3 percent of hours worked by borrowed employees in the store.¹⁸

The Petitioner recognizes that looking over the entire timeframe of data provided by the Employer reveals greater borrowing; nonetheless, the Region should not give a longer timeframe any weight. District Manager Thai Douglas testified that the Westlake store is the only store in the district with a drive-thru. While all the other stores in the district closed because of Washington State's COVID shutdowns in 2020, the Westlake store remained open because of its unique drive-thru feature. As a result, it was one place in the district and one of the few places in Seattle where Starbucks employees could continue working during the pandemic shutdowns. The Region should not credit the pandemic driven interchange resulting from the store's unique feature as any resemblance of normal operations at the Westlake store. The more recent lived experience of workers in the Westlake store and its neighboring stores while fully operational is a more proper indicator of what is the standard minimal interchange.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

To attempt to obfuscate the fact that interchange is minimal, Starbucks introduced a report that provides simplistic and misleading statistics about the amount that partners in District 2030 have worked across stores.¹⁹ Starbucks presented a similar analysis in *Mesa I*, which the Board addressed:

In this regard, the Employer argues that 54.9 percent of the petitioned-for employees working at Store 5610 worked in two stores or more over an approximately 2.5-year period. But those numbers do not reflect how often those employees worked at other locations or how often “borrowed” employees worked at Store 5610 The available statistics accordingly do not establish that the petitioned-for employees regularly or frequently interchange with other employees in District 380, and instead indicate that any interchange is limited and infrequent. As such, the record also does not establish that Store 5610 employees have frequent contact with employees from other District 380 stores: a slight majority have had some interaction with some employees at some of the other District 380 stores when they cover shifts at those stores, but the record does not show that this interaction was frequent. Moreover, a large minority of Store 5610 employees have no contact with employees assigned to other stores except to the limited extent that an employee from one of those stores covers a shift at Store 5610.²⁰

In *Seattle I*, the Employer attempted to present a similar analysis of interchange to what it provided in *Mesa* by stating that an employee who works a single shift in 20 months is equivalent to a home store employee “that works hundreds, perhaps thousands of hours in that same period.”²¹ Region 19 responded to the Employer’s analysis by stating the Employer’s “comparison is so distorted as to undermine the Employer’s arguments, and I find it runs counter to the Board’s directive to consider temporary interchange not in the abstract, but as a function of total hours.”

Nevertheless, the Employer presented the same cherry-picked analysis attempting to show interchange for the Westlake store as it did in *Mesa I* and *Seattle I*. Under this distorted

¹⁹ Er. Ex. 25.

²⁰ *Mesa I*, Board, at 1.

²¹ *Seattle*, at 14-15.

analysis, the Employer's data shows at best that on average, a borrowed employee works a lone shift once every four days. Shift Supervisor Jared Barnett testified that the store has an average of 10-14 employees working a shift every day. Even giving the Employer the benefit of that average, the Employer's analysis shows that out of these 10 individual shifts spread across four days for a total of 40 shifts, a borrowed employee works just one of those 40 shifts. As a result, even the Employer's own analysis shows minimal interchange.

Even with some level of minimal interchange, the workers' un rebutted testimony is that any interchange is voluntary. The Board holds that voluntary interchange carries less weight than involuntary interchange.²² Starbucks presented no evidence of the company disciplining workers for failing to borrow a shift, and workers testified that in the rare chance they do borrow a shift, it is completely voluntary.

Moving from interchange to store-level autonomy, neither party disputes that Starbucks is a nationwide company that seeks consistency in the products it serves. Nonetheless, the Region has already addressed this centralized control:

The Board has made clear that "the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single facility presumption." *California Pacific Medical Center*, 357 NLRB at 199. Thus, "centralization, by itself, is not sufficient to rebut the single-facility presumption where there is significant local autonomy over labor relations. Instead, the Board puts emphasis on whether the employees perform their day-to-day work under the supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems." *Lilander Foods*, 348 NLRB 1200, 1203 (2006).²³

²² *Board, Mesa I*, slip op. at 1, fn. 5.

²³ *Seattle* at 9-10 (also citing *Renzetti's Market, Inc.*, 238 NLRB 174, 175 (1978); *Cargill, Inc.*, 336 NLRB 1114, 1114 (2001) *Foodland of Ravenswood*, 323 NLRB 665, 667 (1997); *Thrift-T-Wis*, 236 NLRB 1203, 1204 (1978); *Lipman's*, 227 NLRB 1436, 1437 (1977); *Haag Drug*, 169 NLRB 77, 879-80 (1968)).

In previous cases, the Employer has attempted to claim that individual stores are centrally controlled at a district level and thus, not autonomous. However, in those cases Starbucks “provided only conclusory and generalized testimony to support its assertion that Store Managers cannot deviate from its automated tools and that its Store Managers must seek approval from higher-level managers when making personnel decisions.”²⁴ Moreover, many of the exhibits that were admitted in previous cases are the same exhibits admitted in this case and show that single stores do operate autonomously under the store manager.²⁵ Overall, the evidence from past cases was insufficient to rebut the single store presumption then, and is certainly insufficient to rebut it now.²⁶

In contrast, the testimony and newly provided exhibits further demonstrate that “Store Managers do, in fact, play a significant role in adjusting schedules, approving time off and overtime, evaluating employees, conducting interviews and hiring employees, and imposing discipline.”²⁷ For example, the Westlake Store Manager, Jessica (Jess) Andrews, testified that she had dispensed with using Starbucks’s Playbuilder app because the app did not function correctly for the Westlake store’s unique layout and individual needs. Instead, Andrews created her own version of Playbuilder for Westlake shift supervisors to use as needed.

Likewise, Starbucks’s own summary of its store manager responsibilities in its job description for the Westlake store states:

The store manager is required to regularly and customarily exercise discretion in managing the overall operation of the store. In particular, a majority of time is spent supervising and directing the workforce, making staffing decisions (i.e., hiring, training, evaluating, disciplining, discharging, staffing and scheduling), ensuring customer satisfaction and product quality, managing the store's

²⁴ *Board, Mesa I*, slip op. at 2.

²⁵ E.g. Er. Ex 6 (store manager is responsible for personnel decisions, scheduling, payroll, and fiscal decisions).

²⁶ *Board, Mesa I*, slip op. at 1-2, 5-6, 11; *Board, Buffalo I*, fn. 2; *Knoxville*, pp. 6-14, 28-32.

²⁷ *Board, Mesa I*, slip op. at 2. See also *Board, Buffalo I* at 1, fn.1 (same).

financial performance, and managing safety and security within the store.²⁸

Andrew's testimony confirms the Employer's job description for her position. Just like *Seattle I*, Andrew selects candidates, conducts their interview, and decides whether to hire the candidates. Despite District Manager Thai Douglas's claim that store managers conduct interviews for other stores, Starbucks's interview notes for the Westlake store only shows Andrews and the previous store manager, Zachariah Flowers, as the only individuals that have entered notes for the Westlake store's candidates.²⁹ Unlike *Seattle I*, Andrews testified that she does not need to consult with Douglas before hiring a shift supervisor.

Another one of Starbucks's documents provide further evidence of store manager control of discipline. The Employer's "Job Aid: Corrective Action Form" document provides "support to store managers and above when drafting and delivering corrective action."³⁰ The Job Aid states, "[t]he manager has the discretion and judgment to determine the appropriate type of corrective action for his or her partners."³¹ It goes on to say that "[m]anagers have the discretion to consider how relevant a previously-issued corrective action is to a current situation depending on the severity of the past issue and length of time that has passed."³² A store manager's discretion in discipline is also consistent with the Employer's Virtual Coach tool, despite what the Employer's attempts to convey in its excerpted exhibit. For example, when an employee fails to provide "as much notice as possible" for an absence "as required by policy" and the employee has previously coaching or a corrective action, Virtual Coach states, "[n]ext-level corrective action is consistently recommended (Written Warning/Final Written Warning up to and including

²⁸ Pet. Ex. 1.

²⁹ Pet. Ex. 4.

³⁰ Pet. Ex. 11.

³¹ *Id.*

³² *Id.*

separation).”³³ Virtual Coach then instructs the user that “before proceeding with separation of employment,” the user needs to “consider the following”:

- Partner’s tenure and corrective action history
- Is separation the action you would take with any other partner in a similar situation?
- Are you comfortable explaining the decision if the action is disputed?
- Connect with next-level leader to ensure alignment with decision[.]³⁴

Virtual Coach consistently uses the term “recommendation” throughout its decision tree. Given this new evidence of “the manager hav[ing] the discretion and judgment to determine the appropriate type of corrective action” and Virtual Coach only providing recommendations to how a store manager should issue discipline, including termination, Starbucks nationwide policy grants the Westlake store manager the discretion to discipline.

The Employer’s Partner Resource Manual provides additional insight into the store level autonomy. The Manual states, “[t]he store manager is ultimately in charge of store operations and directs the work of assistant store managers, . . . shift supervisors, and baristas.”³⁵ It goes on to say that “[t]he store manager is responsible for personnel decisions, scheduling, payroll and fiscal decisions.”³⁶ As a result, Starbucks states, “[s]tor[e] managers are responsible to understand, communicate, and interpret employment policies and standards for store partners.”³⁷ Outside of this additional evidence of hiring, scheduling, and disciplining, Starbucks’s centralized operations are similar to *Seattle I*.

³³ Pet. Ex. 14 at 12.

³⁴ *Id.*

³⁵ Pet. Ex. 13 at 61.

³⁶ *Id.*

³⁷ *Id.* at 19.

Furthermore, the District Manager does not have the in-store presence to exercise daily control of the Westlake store. Douglas testified that she seeks to be in each of her nine stores once every other week. Douglas did not even have a close estimate of how many employees she had in her district. She estimated she had 250-300 employees in District 2030. The Employer's own statement of position says District 2030 has 171 baristas and shift supervisors.³⁸ District 2030's store managers and assistant store managers do not bridge the significant gap between reality and Douglas's estimate. Finally, while Starbucks continues to cling to the notion that a district, rather than a single store, is the only acceptable bargaining unit, ample evidence shows the elasticity and constant evolution of the district unit. Douglas testified her district has added and lost stores during Starbucks's annual realignments.³⁹ Cumulatively, the evidence only confirms what other regions have already found: Starbucks has not, and cannot, present sufficient evidence regarding district-level control of individual petitioned-for stores to overcome the single-store presumption.

Regarding the similarity of skills, functions and working conditions of the Westlake store employees to the rest of District 2030, the basics are the same, but like *Seattle I*, these "employees do not work in a vacuum."⁴⁰ On cross examination Douglas admitted that most of the policies or programs she initially described as district-wide—such as employee skills, supervision, benefits, policies, promotional opportunities, transfers, and training—are in fact national policies not limited to the district.

Moreover, the Westlake store is a unicorn in the district; as previously discussed, it has the only drive-thru. The store manager and workers testified that the Westlake store's layout

³⁸ Bd. Ex. 3, Attachments B and C.

³⁹ See also Er. Ex. 22.

⁴⁰ *Seattle* at 13.

causes unique challenges, such as managing a café on one level and the drive-thru on a separate level. Moreover, if the store is not staffed adequately, the store can shut down the café while the drive-thru continues to operate. No other store in the district can operate like this. The store also faces greater seasonal variations due to its location on Lake Union. When the weather is nice, the store is busier.

District 2030 also has stores that are distinct from the Westlake store. For example, Douglas specifically lobbied Starbucks management to have stores within Seattle Children's Hospital join her district. Douglas testified about how the customers at these Starbucks locations within a children's hospital serve a unique demographic—medical providers and the families that they provide care for. The employees at the Seattle Children's Hospital stores also face stricter work requirements. They must comply with hospital policies that require visitors to either be vaccinated against COVID-19 or provide a negative COVID test within a short timeframe. Starbucks does not impose these requirements on employees at the Westlake store. Overall, while the employees have the same basic skills, functions, and working conditions, each store is unique to the customers and neighborhood it serves.

Lastly, the geographic scope of District 2030 weighs in favor of maintaining the single store presumption. In *Seattle I*, the Region noted that in “a dense urban environment” like Seattle, stores in that district were “separated as a practical matter” Similarly, District 2030 has three distinct clusters: downtown Seattle, South Lake Union, and the Seattle Children's Hospital stores. These areas are geographically distinct from one another, and thus not appropriate to weigh against the single-store presumption.

In conclusion, the Board found that in *Mesa I*, the Region in *Seattle I*, and as in all of the other decided cases, Starbucks could not overcome the single-store presumption because of the

local autonomy and minimal interchange.⁴¹ The Westlake store is no different; interchange is minimal and the store manager exercises local autonomy at the store level. Likewise, with regard to the facts in the instant case versus the facts in previously decided matters, they are worse for Starbucks, not better. As such, Starbucks once again cannot overcome the single-store presumption here.

Dated this 4th day of March, 2022.



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⁴¹ *Board, Mesa I*, slip op. at 2; *Seattle I* at 16.

DECLARATION OF SERVICE

I, Jennifer Woodward, hereby declare under penalty of perjury that on the date noted below day, I caused the foregoing Petitioner's Post Hearing Brief to be filed with the National Labor Relations Board via the e-filing system, and a true and correct copy of the same to be delivered via email to:

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Signed this 4th day of March, 2022, in Shoreline, Washington.


Jennifer Woodward, Paralegal

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I. INTRODUCTION.

This Region is well-acquainted with these parties and these petitions. Workers United (“Union”) seeks to represent all Baristas, Shift Supervisors, and Assistant Store Managers (“ASMs”) at a Starbucks Corporation (“Starbucks” or “Company”)-owned store located at 1200 Westlake Avenue North in Seattle, Washington (the “Westlake” store or “Store 2810”). The smallest appropriate unit including the Westlake store must also include the other eight stores in Starbucks’ District 2030. Starbucks proceeded to a hearing between February 14 and 23, 2022, before the Region to protect the rights of all non-supervisory hourly partners working in District 2030 to vote on the question of union representation.

Starbucks’ evidence, when analyzed in light of well-established National Labor Relations Board (“Board” or “NLRB”) case law, rebuts the single-store unit presumption because the Westlake store does *not* maintain the local autonomy, control, or authority sufficient to sustain a presumptive single-store unit. The Company presented extensive testimony and evidence regarding the integrated, district-based approach to operating District 2030, including but not limited to District Manager Thai Le Douglass’ tailored approach to achieve district-based goals and development for her stores.

All of the District 2030 stores are highly integrated and follow identical operational protocols to consistency throughout the eleven stores, including aesthetics, merchandise, food and beverages offered, and overall customer experience. Starbucks’ business model is premised on this consistency and leveraged by automated technology. Partners are able to work in any District 2030 store on any given day and, without additional store-specific training, seamlessly provide the same great customer service. All District 2030 partners are similarly trained, perform the same roles and duties, and enjoy the same terms and conditions of employment, which are not dictated

at the store level. By design, not happenstance, partners work in multiple District 2030 stores and frequently borrow to and from other stores within District 2030.

A single-store unit is simply not conducive to stable labor relations. Because District 2030 functions collaboratively, nearly all operations issues involve the oversight and authority of the district manager. Moreover, any decision finding a single-store unit appropriate would be improperly controlled by the extent of the Union's organizing in violation of Section 9(c)(5) of the National Labor Relations Act ("Act") since the facts, the law and the practicalities of the labor relations situation in District 2030 mandate a single, district-wide unit.

Respectfully, the Region must not reward Workers United for using the NLRB's process to effectively gerrymander voters and frustrate the purpose of the Act. The Section 7 rights of all District 2030 partners must be protected by permitting them to vote together in one District 2030-wide election.

II. BACKGROUND FACTS AND PROCEDURAL HISTORY.

Starbucks operates over 9,000 retail locations across the United States to connect communities, one cup of coffee at a time. The Company's North America retail operations are organized into twelve retail regions. (B I Tr. 110; M Tr. 25).¹

District 2030 consists of nine total stores, all of which are currently located within the City of Seattle. (Tr. 182-181; Er. Ex. 1). The petitioned-for store, Store 2810, is located at 1200 Westlake Avenue North ("Westlake"). The Westlake store at issue in this case is a café and drive-thru store with the capability to handle mobile orders. (Tr. 25). One of the Store Managers ("SM")

¹ The parties submitted Board Exhibit 5, which is a list of all petitions pending between the parties at the time of hearing. The Region has taken administrative notice of the transcripts from the prior R case hearings and such citations are included within this brief. (Tr. at 11).

Employer cites to the following prior petitions and references those records within this brief as follows: Buffalo I: 03-RC-282127 ("B I"), Buffalo II: 03-RC-285929, et al ("B II"), and Mesa I: 38-RC-286556 ("M").

of Store 2810 is Jessica Andrews.² (Tr. 24). SM Andrews reports to her District Manager (“DM”), Thai Le Douglass. (Tr. 24). Douglass, as DM, is responsible for overseeing store operations within District 2030, coaching SMs, and providing support and resources to SMs. (Tr. 27, 152). Douglass reports to the Regional Director, Nica Tovey. (Tr. 155). District 2030 is part of a larger grouping, called Area 10, which is comprised of eight districts in greater Seattle and part of the Washington peninsula. (Tr. 126).

As set forth below, individual stores in District 2030 do not have sufficient local control over their operations or labor relations to justify a single-store unit. All District 2030 stores operate according to heavily detailed operational plans, devised at the national level. Store operations are further driven by Starbucks’ heavy reliance on technology that forecasts customer demand across District 2030, incorporating such technologies into hiring, scheduling, inventory management, and discipline. By design, all District 2030 stores operate according to the exact same protocols without variance. The Westlake Store Manager does not have any ability to deviate from these policies and procedures.

Further by design, the record is devoid of a single example of any difference in the terms and conditions of employment amongst any District 2030 partners. Starbucks designed its operations to enable its partners (most of whom are part-time) to work in any store, at any time, to meet its operational needs. For that reason, Starbucks hires its partners with the express understanding that they may work in any District 2030 store. Based on the consistent operations standards within District 2030, there is extensive partner interchange and partner contact across the entire district.

Finally, although the Regional Director has recognized that the unit issues in this case are

² Store 2810 has two Store Managers. (Tr. 169).

similar to those in the Seattle I (“Broadway and Denny”), there are unique aspects in how District 2030 is managed and in the level of employee interchange in the instant petitioned-for store. These differences require the Region to independently analyze the facts and circumstances of this case.

Accordingly, Starbucks believes that the Union seeks an inappropriate single-store unit, and that the only appropriate unit is one covering all Baristas and Shift Supervisors working across District 2030, defined as follows:

Included: All full-time and regular part-time hourly baristas and shift supervisors, employed at the Employer’s facilities located in Starbucks Corporation’s District 2030 in Washington.

Excluded: All store managers, assistant store managers, office clerical employees, professional employees, guards and supervisors as defined by the Act, and all other employees.

Further, because the evidence establishes that Starbucks employs a large number of irregular, part-time partners in District 2030, and a substantial number of partners who work in the Westlake store are partners from other stores, any employee who has worked at least four hours per week in the calendar quarter preceding the eligibility date should be eligible to vote. *Davison-Paxon*, 185 NLRB 21, 24 (1970).

The Region conducted a hearing regarding the unit scope between February 14 and 23, 2022. Both Starbucks and the Union called numerous witnesses and introduced exhibits during the hearing.³

III. A SINGLE-STORE UNIT IS INAPPROPRIATE.

The totality of the evidence before the Region rebuts the single-store presumption and requires the conclusion that the only appropriate unit is one that consists of all Baristas and Shift

³ The Union’s inclusion of ASMs in the unit was not an issue set for hearing. Starbucks contends that the ASMs employed in District 2030 stores are Section 2(11) supervisors. This issue was deferred for resolution after the election. (Tr. 14).

Supervisors working in District 2030. Under current Board law, a single-store bargaining unit is presumed to be appropriate in the retail chain setting. In order to rebut that presumption, a party must negate the separate identity of the single-facility unit. *Red Lobster*, 300 NLRB 908, 910 (1990). To determine whether the single-facility presumption has been rebutted, the Board analyzes the following community of interest factors: (1) the extent of central control over daily operations and labor relations, including the extent of local autonomy; (2) the functional coordination in operations between locations; (3) the similarity of partner skills, functions, training and working conditions; (4) the extent of common wages, benefits and other terms and conditions of employment; (5) the degree of partner interchange; (6) the geographic proximity between locations; and (7) the parties' bargaining history, if any exists. *See Trane, Inc.*, 339 NLRB 866, 867 (2003); *McDonald's, Inc.* 192 NLRB 878, 880 (1971); *see also Foodland of Ravenswood*, 323 NLRB 665, 666 (1997); *Red Lobster*, 300 NLRB at 910.

As set forth below, the evidence proves that the single-store presumption has been rebutted in this case by establishing that: (1) Starbucks centrally controls the daily operations and labor relations of the District 2030 stores such that individual stores and store managers have little or no autonomy; (2) there is extensive functional coordination in operations between District 2030 locations; (3) partner skills, functions, training and working conditions are nearly identical across the market and are primarily controlled by centrally promulgated policies and procedures; (4) common wages, benefits and other terms and conditions of employment are the same across District 2030; (5) there is a high degree of partner interchange across the district; (6) District 2030 stores are geographically proximate to one another; and (7) although the parties have no formal bargaining history, there is a uniformity of partner interests throughout the market.

A. Starbucks Controls the Daily Operations of All District 2030 Stores at the District Level or Higher.

A single-location unit is not appropriate because individual stores in District 2030 lack sufficient control over daily operations or labor relations; rather, such control primarily lies at the district level or above and applies to all stores in District 2030. *See, e.g., Budget Rent A Car Systems*, 337 NLRB 884, 885 (2002); *Super X Drugs of Ill., Inc.*, 233 NLRB 1114, 1114-15 (1977); *Kirlin's Inc. of Cent. Illinois*, 227 NLRB 1220-21 (1977). Facts supportive of a multi-location unit include evidence that decisions such as store layout, products, pricing, merchandising, purchasing, daily operations, and scheduling, are made on a multi-store basis rather than a single-store basis. *See, e.g., Super X Drugs*, 233 NLRB at 1114.

Here, the evidence proves that Starbucks controls the operations and labor relations of the Westlake store and all other District 2030 stores at the District Manager-level or above. Store Managers have very narrowly limited control over operational or labor decisions, and even the bulk of that control is shared with Assistant Store Managers and Shift Supervisors, militating against a single-store bargaining unit.

1. Operational Decisions are Controlled at the District Level and Above.

The evidence demonstrates that store planning, design, layout, maintenance, supplies, merchandising and promotions are all controlled by policies and procedures applicable to all stores in District 2030. Individual Store Managers have no control over these operational issues.

a. Store Planning, Design, Layout and Maintenance are Centrally Controlled at the District Level and Above.

All decisions about whether and where to build new Starbucks stores, and whether to close, remodel, or relocate current stores, are made at the district level and above. (Tr. 236; B I Tr. 53-56, 63, 185; M Tr. 86-87; 132). Decisions to open or close stores within the District are made through collaboration between Starbucks' corporate operations team, the store development team,

the real estate team, and the market planning team with input from regional-level managers. (M Tr. 123, 125-128, 132). The district manager's role in a permanent store closure is to inform the team, including the store managers, shift supervisors, and baristas of the upcoming closure. (Tr. 236). DM Douglass also is involved in transferring the partners to different locations, and individual store managers play no role in the decision as to whether their store will remain open or be closed. (*Id.*; B I Tr. 181-183; M Tr. 132).

If a store needs a piece of equipment or repairs, a Shift Supervisor, ASM, or Store Manager submits a digital work ticket to an electronic system applicable to all stores in District 2030, which is then taken up by Starbucks' facilities management team. (M Tr. 86-87). Starbucks' facilities team locates and schedules the vendors and handles vendor payments. (*Id.*). The local store has no discretion as to when or how the ticket is resolved. (*Id.*).

SM Andrews testified that she relies on DM Douglass for facilities support when issues cannot be resolved through the usual resources. (Tr. 30). Partners in the stores have access to an application called My Daily, which is available on the iPads in stores. (Tr. 194). Partners access My Daily to submit tickets regarding facilities issues. (Tr. 194-195). If a ticket does not close within the expected timeline, DM Douglass testified that it becomes her responsibility to ensure the issue gets addressed. (Tr. 195-196). Similarly, when SM Andrews cannot resolve a facilities issue on her own, she calls or emails Douglass identifying the facilities issue and receives a resolution from her. (Tr. 30). For example, recently, the Westlake store had an issue with a fallen parking sign. (Tr. 31). This type of facilities issue needed to be addressed by the DM, as it potentially implicated a building management responsibility (not a Starbucks responsibility). (Tr. 31).

DM Douglass testified that she receives calls from store managers regarding facility issues,

like a broken espresso machine, broken pipes, hot water issues, nitro system malfunctions, or questions regarding general timelines for completing repairs on such items in the stores within District 2030. (Tr. 190). When Douglass receives these calls, she utilizes a facilities quick reference guide to work through the issue. (Tr. 191; Er. Ex. 2).

When a particular store in District 2030 relocates, DM Douglass is responsible for coordinating the operations. (Tr. 183). She works closely with the store managers of the relocating stores to discuss all aspects of the transition, such as where inventory or supply orders will be received. (*Id.*). For example, one of the stores located inside Seattle Children's Hospital is currently relocating from a kiosk to a bigger store. (*Id.*). In addition to working with the store manager of the relocating store, she must also work with the store manager of the other store located inside the hospital, as she anticipates that location will receive an increase in business while the other store relocates. (Tr. 184). Determining adequate store coverage requires collaboration with both stores, and DM Douglass is involved throughout the entire process. (*Id.*).

b. Supplies, Merchandising, and Promotions are Centrally Controlled at the District Level or Above.

Starbucks creates and implements detailed operational protocols to ensure customers receive the same Starbucks experience regardless of the store they visit on any given day. Customer flow, product selection, and services are highly orchestrated within the District 2030 stores. All District 2030 stores utilize the same products and supplies. Decisions as to what products will be sold and what supplies will be utilized in District 2030 stores are made by Starbucks' centralized supply chain and product teams. (B I Tr. 70; M Tr. 58, 84-85, 108). Menus are set outside of the stores and are consistent across all District 2030 stores. (B I Tr. 82-83; M Tr. 56-59). Store Managers have no role in this process; they do not determine what products will be sold at their assigned stores, and they cannot vary from Starbucks' pre-determined product

offerings. (B I Tr. 70-71, 82-83; M Tr. 56-59).

Store promotions also are determined on a centralized basis, and Store Managers cannot decide to opt out of promotions or hold their own promotions. (M Tr. 156). Every twelve to thirteen weeks, Starbucks headquarters issues a planning period guide nationally and to all District 2030 stores. (Tr. 39; B I Tr. 351; M Tr. 56-59).

The planning guide includes in-depth discussions of the promotional items to be showcased during the planning period, special food or drink items to be offered at all stores, as well as instructions on how to implement the new promotional items. (B I Tr. 351). All stores receive the same planning guide at the same time, and all partners are required to adhere to the planning guide's directives on how to prepare seasonal food and beverage items and display such items. (B I Tr. 351-352; M Tr. 56-59). Store Managers do not have the authority or autonomy to deviate from the planning guide procedures, they may not decline to participate in "promo" periods, and they have no control over the products and merchandise offered by the store during these periods. (B I Tr. 351; M Tr. 56-59).

Starbucks headquarters regularly distributes a "Siren's Eye" to each store. (Er. Ex. 5; B I Tr. 295-296; M Tr. 57, 158-159). Siren's Eye is the Company's merchandising and promotional changeovers for new products or new seasons. (Tr. 92; Er. Ex. 5). The Siren's Eye dictates exactly how and where each store displays its merchandise. (Tr. 92-93; Er. Ex. 5). While a store may have slight variations in merchandise layout, like specifically where they feature the coffee or merchandise, the merchandise features or available is determined above the store level. (Tr. 93).

All District 2030 partners receive and implement the Siren's Eye at the same time. (M Tr. 57). Store Managers do not participate in the creation of the Siren's Eye and cannot vary from the operational guidelines set forth in the Siren's Eye. (B I Tr. 80, 83; M Tr. 56-59, 159).

Relatedly, individual Store Managers have little or no discretion or input on product or supply pricing, procurement, invoicing, or purchasing. (B I Tr. 70-71, 350-351; M Tr. 56-59, 153). Pricing is handled by the “pricing team” at the market, regional or national level, not at the store level. (B I Tr. 350-351; M Tr. 59). All procurement, invoicing, and payment of food and beverage items are processed by the Starbucks supply chain team on a district-wide basis. (B I Tr. 70-71; M Tr. 84-85).

Starbucks also uses engineering tools to automatically replenish all packaged food, packaged coffee, merchandise, and gift cards. (M Tr. 84-85, 151-153; B I Tr. 346). New inventory arrives without any orders or requests from individual stores, and Store Managers *cannot* adjust their orders for certain products. (M Tr. 84-85; B I Tr. 346-347). The Company also has an auto-shipment process for select food and beverage items, and it has plans to make beverage and paper product orders automated as well. (M Tr. 84-85, 153; B I Tr. 346-347). Thus, new and seasonal items are automatically shipped to each store without any interaction from the store manager. (M Tr. 84-85; B I Tr. 346-347).

For those products not covered by automated shipment, all stores use the same inventory management system (“IMS”) that automatically suggests order quantities based on order history. (M Tr. 84-85, 150; B I Tr. 74, 345-346). This “par builder” determines each store’s appropriate order and inventory needs based on sales history, forecast, and trend data. (B I Tr. 345-346). SM Andrews testified that she utilizes the par builder and IMS for ordering and receiving the store’s products. (Tr. 83-84). The store receives daily shipments of high-volume items, like mocha, cups, and dairy. (Tr. 83). The par builder tracks certain common items in the store to determine the number of items needed, and then the Store Manager orders up to that par. (*Id.*). Then, to track the overall inventory of products in the store – not just items in the par builder – SM Andrews

testified that she utilizes the IMS. (Tr. 84). This inventory management system is where SM Andrews places orders on a daily, weekly, or special basis. (*Id.*). This system also provides SM Andrews with real-time quantities of products. (*Id.*).

Importantly, Stores within District 2030 share products. (Tr. 85). If a store is out of a particular item, the Store Manager will call nearby stores to determine whether any stores have excess product to use. (*Id.*). When the item is picked up, which is usually completed by the Store Manager, the item is then transferred in the IMS for tracking purposes. (*Id.*). SM Andrews testified that this inventory-sharing generally occurs within the district. (*Id.*).

DM Douglass also addresses inventory issues during weekly Monday meetings with Store Managers and assistant Store Managers in District 2030. (Tr. 176). Especially during the pandemic, DM Douglass resolves inventory issues using a district-wide approach. Specifically, when a particular product is out of stock or subject to supply chain issues, like coffee filters, Douglass orders a mass quantity to whichever store in District 2030 has the most storage space. (Tr. 176-177). This store then serves as an “artery” to the other stores, and Douglass advises the other Store Managers when the inventory will arrive and when to pick up the supply for their stores. (Tr. 177).

2. Labor Relations Decisions are Controlled at the District Level and Above, Not at the Individual Store Level.

Labor relations also are centrally controlled at the District 2030 level or above through the regular and substantial interaction of the District Manager with each of the stores and Starbucks’ nationally deployed policies and technology tools.

Store Manager Andrews testified that she interacts with her DM often. (Tr. 27). She consults and collaborates with her DM on the following operational aspects: scheduling, partner coaching, and promotional changes. (Tr. 28). She also interacts with her DM for general advice

or executing certain corporate directives. (Tr. 35). For example, the Westlake store layout needed to be changed to meeting the Company's standards, and Andrews consulted with her DM regarding the change and executing it. (Tr. 36). She interacts with her DM at least once per week but usually at least two to three times per week. (*Id.*).

DM Douglass knows the partners throughout District 2030. (Tr. 160). She is in the stores about three to four times per week. (Tr. 160). If Douglass encounters any of the 250 to 300 partners in her district, she knows their names and can address them specifically. (*Id.*). In fact, the Union's witness, Brent Hayes, testified that Douglass knows him and knows his name, despite the fact Hayes has only worked at the Westlake store for one year, and despite the fact that Hayes works a part-time, closing shift. (Tr. 316, 329).⁴ Union witness Jared Barnett also testified that DM Douglass "definitely" knows who he is and greets him by name. (Tr. 380). Barnett also testified that when DM Douglass visits the store and talks with him, she confirms that she is there to provide him with support. (Tr. 385). Douglass cares about the partners within her district and makes a point to connect with them. (Tr. 190). She specifically spends time introducing herself and soliciting feedback from partners to improve district-wide operations. (Tr. 157-158). For example, for a handoff partner, who connects with customers picking up their mobile orders, she will ask them how the position is going – what things are going well and what things are not – so that Douglass can work with the store manager to improve the plan for the team in that store. (Tr. 158). Douglass does this type of collaboration across all the District 2030 stores. (Tr. 158).

Additionally, when store managers advise her of partner achievements, Douglass follows up with those partners to recognize and acknowledge those achievements. (Tr. 210). She also testified that partners directly contact her when they do not feel heard or supported, they do not

⁴ Similarly, Hayes testified that he only sees Store Manager Jess Andrews a few times a week and that Andrews has never been on the floor with him during a shift. (Tr. 329).

have the right schedules, or they are unable to get in touch with their Store Manager in that particular moment. (Tr. 211, 214). DM Douglass receives direct communication from partners at least once per week. (Tr. 211).

Not only does communication and collaboration occur at the district level, but also, as the evidence discussed below demonstrates, virtually every major decision with respect to labor relations is handled at the District Manager level and above.

a. District Manager Douglass Takes a District-Based Approach to Managing the Operations of District 2030.

District 2030 operates as a cohesive unit, including setting and achieving quarterly, district-wide goals. (Tr. 165). The following are just some examples of DM Douglass' district-wide goals: hitting 40% mobile orders, promoting five shift supervisors within District 2030, and beverage and food sales growth. (Tr. 166-167). The stores within District 2030 work together to support and achieve these district-wide goals. (Tr. 167). Store managers have access to a decision center, which provides data and trends regarding the quarterly goals. (Tr. 219). Store managers generally only have access to data within their district and store to track their progress. (Tr. 220). DM Douglass also has access to "portfolio pulls," which provide data regarding all aspects of District 2030: payroll, staffing, partner names and positions, hours of operation, food pulls, and mobile order usage. (Tr. 221-222). As District Manager, Douglass learns from each store and problem solves across the district with the assistance of the Store Managers. (Tr. 158-159).

Douglass also implements several methods of regular communication to stay engaged and active in the operations of each store in District 2030. Douglass interacts with Store Managers on a daily basis. (Tr. 155, 171). Her interactions are in-person, via phone, and via text message. (*Id.*). One method of district-wide communication with Store Managers is Douglass' weekly huddle, which is a Monday meeting with all Store Managers and assistant Store Managers in

District 2030 to discuss any Company updates and any issues related to partners, the stores, customer experience scores,⁵ or inventory. (Tr. 171). For example, the Company announced the upcoming implementation of “My Daily,” which is a new system for teams to communicate with each other. (Tr. 185-186). Its launch date is March 28, 2022, and DM Douglass discussed during a weekly huddle how they would take a district-wide approach to ensure all partners experience the rollout at the same time and in the same manner. (Tr. 185-186).

Another method of district-wide communication is planning period visits, where she meets with each of the Store Managers in the nine stores in District 2030 to discuss procedures and operations standards such as staffing, scheduling, training, and new inventory. (Tr. 156-157). These planning period visits occur approximately every two months. (Tr. 157). She also checks in with each Store Manager to discuss business analysis problem solving, along with topics like culture and partner of the quarter. (*Id.*).

Douglass also employs “quick connects” as a way to communicate directly with partners and managers. (Tr. 155-156). During these quick connects, DM Douglass introduces herself to any new partners, provides her business card, and receives feedback from them. (Tr. 155-156, 159-160). Her practice is to communicate to each and every partner in the store and to follow up with any who have outstanding issues. (Tr. 162). For example, during one of Douglass’ recent store visits, she followed up with a new partner who transferred to Seattle and had not yet been provided the Lyft benefit.⁶ (*Id.*). Douglass checked in with that partner to ensure they had the information for the benefits and the resources they were looking for. (*Id.*).

⁵ Customer experience score is based on surveys completed by customers. (Tr. 172-173). Data is uploaded every week. (Tr. 173).

⁶ Starbucks provides partners in certain stores up to \$20 per ride and up to 20 rides per week to utilize Lyft for transportation before 6am and after 6pm. (Tr. 163). DM Douglass and her store managers work to ensure partners are aware of this benefit within District 2030 and utilize it appropriately. (*Id.*).

b. Staffing Needs and Scheduling are Determined on a District-Wide Basis Utilizing the Partner Planning and Partner Hours Tools.

The staffing needs of all stores within District 2030 are centrally determined at the District Manager level and above. (M Tr. 4-35, 43-44, 94-95, 149). The District 2030 District Manager reviews the staffing and labor hours for each store in the district weekly through information generated by the Partner Hours tool. (M Tr. 43-44, 94-95 149). The Partner Hours tool takes the availability of partners, the forecasted needs of the store, and produces a chart that shows how much availability exists for each day part. (Tr. 36, 38). SM Jessica Andrews, along with all Store Managers in District 2030, utilize this tool for scheduling in Store 2810. (Tr. 37-38). In fact, Andrews cannot deviate from the suggested hours forecast without informing and collaborating with her DM. (Tr. 36-37). This happens frequently. For example, Andrews collaborates with her DM for events in the community that will bring in a change in business, such as spring break, weather events, or school schedules. (Tr. 37).

Additionally, when SM Andrews is short staffed and looking to fill shifts, she typically tries to fill shifts using partners within District 2030. (*See* Tr. 130-131). If she unable to find a partner within District 2030 to fill the shift, then she contacts her DM to help fill the shifts using partners within Area 10. (Tr. 131). DM Douglass testified that store managers reach out to her when they are short staffed in order to find support from stores within District 2030. (Tr. 206).

DM Douglass' weekly huddles also address hiring needs. (Tr. 172). For example, if customer experience surveys experience a negative change, one solution to improve the customer experience might be to provide more staffing resources to certain stores. (Tr. 172-175). Douglass expects Store Managers within District 2030 to support each other as needed. (Tr. 176).

At times, staffing issues cannot be resolved and the Store Manager must collaborate with the District Manager to temporarily modify operations. When the Westlake store is understaffed

and unable to fill shifts, SM Andrews will typically seek to shut down one of the three business channels at the Westlake store and advises DM Douglass of the same. (Tr. 87). Similarly, Douglass expects to be involved in this process. (Tr. 88, 206-207). Douglass also can intervene herself and request Andrews to modify the operations. (*Id.*). Additionally, Douglass can, and has, rejected Andrews' request to shut down the lobby of the Westlake store. (Tr. 137).

Relatedly, layoff decisions are made above the district level. (Tr. 236). The District Manager's role in a permanent store closure is to inform the team, including the Store Managers, Shift Supervisors, and Baristas of the upcoming closure. (*Id.*). DM Douglass also is involved in transferring the partners to different locations if they wish. (*Id.*). She similarly is involved in the recall process and coordinating returning staff on a district-wide approach. (Tr. 237-238). For example, when COVID-19 caused stores to close and partners went on an associated temporary layoff, Douglass contacted them when certain stores within District 2030 reopened and needed partners. (Tr. 237-238). Union witness Jared Barnett testified that when he was recalled, it was DM Douglass who called him to discuss which stores needed partners, as Barnett's store would not be reopening. (Tr. 352-353). DM Douglass discussed with Barnett his options to work at other stores, all of which were within District 2030. (Tr. 396).

c. Applications and Hiring are Handled on a District-Wide Basis.

Starbucks obtains and processes employment applications on a centralized basis. Applicants for Barista and Shift Supervisor positions are received through Starbucks' career website. (B I Tr. 224-234, 245-257; M Tr. 64, 248). All applicants complete the same job application on Starbucks' website and answer the same pre-screen questions. (B I Tr. 224-234, 256-257; M Tr. 63-65, 248-249). Once the applicant passes the pre-screening process, his or her information is entered, centrally stored and remains active in Starbucks' hiring platform called Taleo. (B I Tr. 233-234, 236-238; M Tr. 63-64).

SM Andrews also testified that “[w]e work as a district to determine hiring needs and to have visibility to our peer’s hiring needs.” (Tr. 32). The district manager assists Andrews in determining whether she has a hiring need. (*Id.*) Andrews utilizes an availability assessment tool along with a forecasting tool, called Partner Hours, to determine whether the store may need to hire additional partners. (Tr. 32-33). From there, Andrews consults with her DM to assist in determining whether to hire. (Tr. 32-33). DM Douglass testified that in July 2021, District 2030 was growing in sales, necessitating district-wide hiring. (Tr. 179). As a result, Douglass posted an advertisement seeking partners to apply for partner positions throughout the entire District 2030. (Tr. 180). The hiring was collaborative: if a particular Store Manager interviewed a candidate, the candidate was not limited to being hired at that Store Manager’s store; they could be – and were – hired to any store within the district. (Tr. 181-182).

District 2030 also holds district-wide hiring events. (Tr. 40). These district-wide hiring events are put together collaboratively by the Store Managers within the district. (*Id.*). Typically, one Store Manager takes the lead, and the District Manager assists with scheduling and determining the location of the event. (Tr. 40-41). Store Managers outside District 2030 are not invited nor involved in these hiring events. (Tr. 49).

When there is an open Barista position, Andrews pre-screens candidates to invite them to interview based on their availability compared to the store’s need. (Tr. 39-40). If an applicant selects multiple store locations in which they are interested, they are only subjected to one pre-screening. (Tr. 41). Then, Andrews will share that information with the Store Managers for the other locations in which the applicant was interested. (*Id.*). She, along with either another Store Manager or assistant Store Manager conduct the interview. (Tr. 39-40). The interview questions are set forth in a corporate question deck. (Tr. 39-40; Er. Ex. 11). Store Managers are expected

to follow the questions in the question deck and are expected to ask at least one question within each section of the deck. (Tr. 42). Andrews is not aware of any Store Managers deviating from the corporate question deck and testified that she would be subject to discipline from the District Manager if she did not utilize the corporate question deck for interviews. (Tr. 43-44). While a Store Manager has the ability to extend a verbal job offer to a Barista, the District Manager has the authority to overrule the SM's decision. (Tr. 45). Similarly, the verbal offer to the Barista candidate is contingent on a successful background check and does not become an official offer until the background check is successfully completed and the SM is authorized to move forward. (*Id.*). DM Douglass testified that there are circumstances in which she has been involved in the hiring of Baristas – particularly when the candidate is a rehire. (Tr. 231).

SM Andrews follows a similar process for hiring shift supervisors as she does for Baristas. (Tr. 45-46; Er. Ex. 12). Like the Barista interviews, other Store Managers and assistant Store Managers may be involved in the interview process. (Tr. 46). Further, they follow the interview questions promulgated in the corporate interview deck and do not deviate from the document. (Tr. 47). Like barista hiring, SM Andrews has authority to extend a verbal offer to a shift supervisor candidate, but the DM has authority to overrule that decision. (Tr. 48). DM Douglass testified that there are also occasions in which she is involved in the hiring of shift supervisors. (Tr. 231). Such occasions may occur when there are multiple eligible candidates with competing district-level needs, so Douglass will assist in determining whether the district can support multiple shift supervisors at that time. (Tr. 232).

Union witness Brent Hayes testified that he was hired at a store he did not originally intend on applying to. (Tr. 323). He originally sought employment in-person at one store, was told to apply online, and was ultimately hired at a different, neighboring store. (Tr. 323).

d. Promotions and Transfers are Controlled on a District-Wide Basis.

With respect to promotions, the evidence is clear that the District 2030 District Manager makes the decision to promote a barista to shift supervisor. (M Tr. 67, 289). The District Manager and the Regional Director make the decision to promote a shift supervisor to assistant store manager. (M Tr. 67; *see also* M Tr. 314). To be promoted, the candidate must be interviewed by a panel of District Managers, and the panel collectively makes a promotion recommendation. (M Tr. 67). Union witness Jared Barnett testified that he is aware that DM Douglass is involved in the promoting process for assistant store managers. (Tr. 381).

Starbucks implemented a Career Progression process in early 2021 whereby partners interested in promotion must apply for available positions through Taleo, and the progression process is centralized at the district level or above. (Tr. 55-57; B II Tr. 57-58; Tr. at 107). Store Managers are not involved in job promotions for Baristas and Shift Supervisors. (B II Tr. 57).

With respect to partner transfers, SM Andrews explained that partner transfers – when a partner changes home stores – are largely controlled at the district level. (*See* Tr. at 70, 235). The transferring partner completes a request form, and the District Manager must complete the bottom of the form. (Tr. 70-71; Er. Ex. 10). All store managers in District 2030 utilize this form and would be subject to discipline if they failed to utilize the form. (Tr. 72). SM Andrews testified that if she is the store manager receiving a transferred partner, if she intended to reject the transfer, she would discuss the circumstances with DM Douglass prior to denying the transfer. (Tr. 123). This situation has in fact occurred – particularly when the transferring partner’s availability does not match the store needs. (Tr. 124). SM Andrews then works with the DM to find another store that suits the partner’s needs. (*Id.*). DM Douglass testified to the same and explained that she needs to approve transfer into and within District 2030. (Tr. 235).

e. Personnel Policies are Centrally Promulgated and Applicable to all Partners in the District.

Starbucks' heavily centralized control carries through its personnel policies. All partners are subject to the same personnel policies, as crafted by a human resources team in Seattle. (M Tr. 90-92; B I Tr. 277, 389). The Partner Guide is given to all partners in District 2030 (and throughout the country) when they begin work, and it contains all employee policies and procedures. (M Tr. 91-92; Er. Ex. 13).

Likewise, the Operations Manual was developed centrally at the corporate level and contains policies and procedures applicable to all U.S. partners. (M Tr. 90-91). The Operation Excellence Field Guide, which was also developed at the corporate level describes all of the field roles, routines, and resources needed for store operations, outlines the roles and responsibilities for all positions within a store all the way to the Regional Director level, identifies the tools and resources each position should leverage, and how the various positions work together to accomplish the goal of delivering a consistent customer and partner experience. (M. Tr. 90-91). All partners have access to the same Partner Contact Center for human resources information and support regardless of the store in which they work. (M Tr. 91; B I Tr. 389).

f. Partner Work Assignments are Centrally Determined by the Play Builder Tool, and Store Managers Have No Meaningful Discretion Over Such Assignments.

The stations to which a partner is assigned during a shift are decided by an engineering tool called the "Play Builder," which was developed by Starbucks' Services Team. (Tr. at 77; Er. Exs. 13, 14). The Play Builder, which is used in all stores in the U.S., utilizes data to determine what roles are needed at any given time of day and any day of the week. (Tr. 77-78).

The Union may take the position that the Westlake store is unique because of its different store layout with two levels. However, this position is immaterial because SM Andrews testified

that while the Play Builder app did not have a configuration for the Westlake store, Tr. 133-134, she also testified that the manner in which a shift supervisor makes up for that variable is a typical responsibility for any other Starbucks location. (Tr. 134). Shift supervisors at any store are expected to “put[] themselves in as flexible as a position as possible in order to move throughout the store.” (Tr. 134). NLRB precedent makes clear that this is not the exercise of supervisory authority. *CNN America, Inc.*, 361 NLRB 439, 460 (2014); *WSI Savannah River Site*, 363 NLRB No. 113, at 3 (2016); *see also Byers Engineering Corp.*, 324 NLRB 740, 741 (1997) (the issuance of instructions and minor orders based on greater job skills does not amount to supervisory authority); *Providence Hospital*, 320 NLRB 717, 727, 729-730 (1996) (routine assignment or direction to perform discrete tasks based on experience, skills, and training constitutes insufficient indicia of supervisory authority). Thus, these deviations are not evidence of local autonomy sufficient to avoid rebuttal of the single-store presumption.

g. Disciplinary Matters are Centrally Determined and Store Managers Have No Discretion to Alter Them.

Starbucks utilizes yet another centralized technology tool, Virtual Coach, to ensure that discipline is consistently administered across its stores. (Tr. 119; B I Tr. 280; M Tr. 254). All store managers in District 2030 are trained on and expected to use Virtual Coach. (M Tr. 71-72, 81, 254-255). Virtual Coach is a decision-tree application that prompts the Store Manager to input information regarding the situation and generates a recommended level of discipline in accordance with the situation. (Tr. 64; Er. Ex. 7; *see also* Tr. at 475-476 (Dean)). Virtual Coach will also provide, in certain situations, a recommendation to speak with the District Manager. (Tr. 64; Er. Ex. 7; Tr. 476).

Store Managers are expected to utilize Virtual Coach. (Tr. 67). In the event SM Andrews feels she needs to deviate from Virtual Coach’s recommendation, she cannot do so without first

consulting with DM Douglass. (Tr. 67). Similarly, if there are any extenuating circumstances regarding the situation, SM Andrews discusses and resolves those issues with her District Manager to determine the appropriate level of discipline. (Tr. 68). Partner Resource Manager Laura Dean testified that every district manager has their own approach to their level of involvement with Virtual Coach. (Tr. 478). Dean explained that some District Managers want to know their store managers' decisions and set an expectation within their district to have the store manager advise them of any time they implement a corrective action. (*Id.*).

It is DM Douglass' responsibility to ensure coaching and discipline are consistent through District 2030. (Tr. 201). She testified that she has the ultimate responsibility within District 2030 to decide what level of discipline is appropriate and that she is the one with the authority to approve a decision to differ from Virtual Coach's recommendation. (Tr. 199-200). DM Douglass testified that in District 2030, it is Douglass' expectation that she made aware of both verbal and written warnings to partners. (Tr. 258, 272). While store managers may inform her of the verbal warning after it was given, she expects to be informed of any written warnings prior to its issuance. (Tr. 272). And with respect to terminations, Douglass expects store managers to inform her before they effectuate the termination. (*Id.*).

With respect to issuing discipline, if the situation is one SM Andrews has previously encountered or is aware of the appropriate steps to take, she will move forward with the disciplinary action herself. (Tr. 61). When Andrews issues a corrective action, she utilizes a standard form utilized by all SMs in District 2030. (Tr. 62-63; Er. Ex. 9). If the situation is novel or unusual, Andrews consults with Virtual Coach or her DM. (*Id.*). In those instances, Andrews calls Douglass to explain the situation and discuss the appropriate course of action. (*Id.*). One example of a unique situation involved two partners that were romantically involved, which

resulted in behavioral issues in the store. (Tr. 61-62). Andrews discussed the situation with the DM, and the situation did not result in discipline but resulted in one of the partners agreeing to transfer to another store. (Tr. 62).

For serious discipline, such as a final written warning or separation, SM Andrews always involves her DM to review the information warranting the discipline. (Tr. 34) In instances of partner termination, Andrews is required to consult with her DM. (Tr. 34-35, 68). Importantly, if SM Andrews determines the level of discipline, and if upon presenting the discipline to her DM, and the DM disagrees with the discipline, the DM will overrule Andrews' disciplinary determination. (Tr. 68). DM Douglass testified that she overturns approximately two out of the ten recommended disciplinary actions. (Tr. 259).

Based on the above, the evidence demonstrates that there is no true local store autonomy when it comes to discipline and that it is centralized from a district-level and above.

h. COVID-19 Isolation Issues and COVID-Related Operations are Handled in Consultation with the District Manager.

SM Andrews also testified that COVID-specific issues are addressed with her DM because she, as Store Manager, does not have access to particular partner information. (Tr. 31). For example, if a partner is informed (through Starbucks' digital COVID coach) that they need to isolate, then Andrews is required to contact DM Douglass. Andrews specifically testified that Douglass has information that she, as Store Manager, does not have access to, including who the exposed partner interacted with and the exposed partner's vaccination status. (*Id.*). COVID digital coach is an application partners utilize before coming to their shifts. (Tr. 31-32). It is a questionnaire to determine whether the partner is cleared to work with their team with respect to COVID-19. (Tr. 32). Partners are expected to utilize COVID digital coach, and DM Douglass communicated this expectation to Andrews. (*Id.*).

Additionally, operations in light of COVID-19 are modified using a district-wide approach and not an individual store approach. For example, DM Douglass testified that she coordinates within District 2030 to manage when seating would be closed, at 50% capacity, or fully open, so that partners and customers received consistent messaging and experiences. (Tr. 223-224).

i. Partners' Workplace Concerns are Centrally Handled at the District Level and Above.

Workplace concerns are handled consistently on district-wide basis and above. (M Tr. 240, 245). Starbucks utilizes the Partner Contact Center, which acts as a call center to triage incoming partner complaints and questions. All District 2030 partners are provided with contact information for the PCC via the Partner Guide. (M Tr. 91; B I Tr. 282). Each store in District 2030, including the Westlake store, has an identical Helpline and Email Reference Guide. (Tr. 96-97; Er. Ex. 3). The Guide is a contact list to address various concerns: customer contact center, emergencies and security, partner resources and payroll, and store operations. (Tr. 96-97; Er. Ex. 3).

SM Andrews testified that store safety issues must be handled with her DM. (Tr. 33). For example, in December 2021, inclement weather caused snow and ice accumulation, which raised partner concerns about traveling safely to work. (Tr. 33). SM Andrews contacted DM Douglass, and together, they decided to temporarily close the store. (*Id.*).

Likewise, store managers do not independently handle store incidents, such as theft, disruptive customers, or damaged property. SM Andrews testified that DM Douglass is typically actively involved in handling store incidents. (Tr. 91). For example, when SM Andrews (or any partner) completes an incident report (Digital Incident Report Form, or "DIRF"), the form is automatically sent to Douglass. (Tr. 91, 209). Typically, Douglass is the first to respond to the report by calling the store to check on the partners. (Tr. 91, 209).

In sum, Starbucks' evidence demonstrates that all decisions regarding staffing, hiring, scheduling, promotions and disciplinary action are controlled by Starbucks' centrally promulgated policies, by Starbucks' centrally deployed technology tools, and by an approach specific to District 2030, rebutting the single-store presumption.

B. The District 2030 Stores are Functionally Coordinated at the District Level or Above.

As explained above, all of the District 2030 stores are functionally coordinated both in terms of operations and in terms of labor relations. Starbucks collectively purchases, receives, and delivers supplies and products through the one supply chain system to the stores without any store-level discretion. (*See supra* at 8). When a store runs low on supplies, partners contact and travel to other stores to pick up the needed supplies. (*See supra* at 11). All stores in District 2030 and throughout the U.S. utilize an automated ordering system for certain products like food and merchandise, and for items not automatically ordered, all stores utilize the same inventory management system for ordering supplies. (*See supra* at 8-11).

Starbucks' uniform policies and procedures and deployment of technology tools to standardize hiring, scheduling, assigning work and discipline across District 2030 is also strong evidence of functional coordination at the district and national level. Individual store managers, including the Westlake Store Managers, do not have authority to deviate from the centrally promulgated procedures. The uniform deployment and utilization of technology tools also is designed to limit local store autonomy and Store Manager discretion over the areas in which these tools operate, and to ensure operational and labor relations uniformity across all stores in the district. (*See supra* at 8, 15, 21-13).

Perhaps most importantly, however, the functional coordination among the District 2030 stores is demonstrated by the way Starbucks manages its partners on a district-wide basis. The

District 2030 District Manager, Thai Douglass, takes a personal and deeply involved approach to operate District 2030 cohesively. Decisions regarding hiring, staffing, promotional planning, transfers, discipline, and workplace concerns are all fully integrated at the district level. (*See supra* at 13-22).

Another strong example of the functional integration of the District 2030 stores is the extensive partner interchange discussed below. Starbucks' operations are built on the premise that partners will work across the District 2030 stores as business needs dictate. For that reason, partners are hired with the expectation that they will work at multiple stores during their employment. (M Tr. 30; Er. Ex. 4). As explained in greater detail below, partners with home stores in District 2030 can and do regularly work in other stores in District beyond their home store.

In short, Starbucks centrally controls nearly every aspect of day-to-day store operations at the District 2030 level or above. This extensive centralized control also enables partners to work seamlessly in any District 2030 store without additional training to deliver the same customer experience, while continuing to enjoy the same terms and conditions of employment regardless of the store in which they are working. The functional coordination of Starbucks operations also is strong evidence rebutting the single-store presumption and supports a multi-location unit consisting of all hourly partners working in District 2030 as the only appropriate unit.

C. Partner Skills, Functions, and Working Conditions are the Same Throughout the District.

There is no genuine dispute that all of the partners working in District 2030 have the same basic job functions and skills and enjoy the same wages, benefits, and other working conditions regardless of the store in which they work. This is by Company design.

1. All District 2030 Partners Have the Same Job Functions and Skills.

Partners throughout District 2030 perform the same functions and deliver the same

customer service at every store in the district. The training, functions, and services are all derived from Starbucks' intentional and meticulous business plan to control how stores precisely operate to ensure consistency of the customer experience.

Partners throughout District 2030 are required to follow the same operating and policy manuals developed at Starbucks' headquarters in Seattle, including the Siren's Eye, the Partner Guide, the Operations Manual, and the Operation Excellence Guide. (Tr. 245; M Tr. 90-92; B I Tr. 350-352). Partners in District 2030 all operate the same equipment, the same work processes, the same division of labor, the same work duties, and serve the same food and beverages. (Tr. 30, 226-227). Partners also utilize the same Clean, Safe, and Ready protocols to complete tasks at each station and day part throughout the stores. (Tr. 94; Er. Ex. 4).

Similarly, the Union may contend that a district-wide unit is inappropriate because the District 2030 stores in Seattle Children's Hospital create unique conditions of employment and accessibility. Importantly, while partners working in that store do need to pass an additional COVID safety screening and background check, there is no material difference in that store's operations or the accessibility for partners to work there. If a partner is borrowing a shift at those stores, the partner needs to go through security, undergo a temperature check, and provide either proof of vaccination or a negative COVID-19 test. (Tr. 138, 187-188). Partners borrowing to the Seattle Children's Hospital locations are aware of these protocols prior to working their borrowed shift. (*Id.*). Accordingly, there is no genuine or material discrepancy in the terms and conditions of working shifts within the Seattle Children's Hospital.

2. All District 2030 Partners Undergo the Same Orientation and Training, Which is Centrally Determined.

Orientation and training are not established on a store-by-store basis. (M Tr. 70). All partners in District 2030 receive the same new hire orientation. The initial meeting with a new

hire, called the “First Sip” orientation, is centralized across stores within the district. (Tr. at 54). SM Andrews testified that the orientation includes sharing the partner guide, dress code policy, standards of business conduct, and Starbucks history. (Tr. 50; Er. Ex. 6). Next, a Barista will participate in barista training. (Tr. 52). A specific barista trainer conducts this training and can be a partner from a different store other than the new hire’s home store. (*Id.*). This occurs primarily when a particular store may not have a barista trainer or for staffing reasons, the store’s barista trainer may not be available to conduct the training. (Tr. 52-53). SM Andrews testified that she has never borrowed a barista trainer from outside her district. (Tr. 53). There are no subsequent trainings that differ among stores within District 2030. (Tr. 55).

Accordingly, it is undisputed that baristas and shift supervisors across District 2030 possess the same skills, perform the same functions, receive the same orientation and training, and enjoy the same working conditions strongly. The record strongly rebuts the single-store presumption and shows that a multi-location unit consisting of all hourly partners in District 2030 is the only appropriate unit.

D. All District 2030 Partners Share the Same Centrally Determined Wages, Benefits, and Working Conditions.

Partners who work in District 2030 stores earn the same wage rate regardless of the specific store in which they may be working on any given day. Wages and benefits for all partners in District 2030 are set by Starbucks’ compensation team in Seattle. (M Tr. 82; Tr. at 228). Store Managers have no ability to change the wages or benefits in any individual District 2030 store. (M Tr. 91). Annual wage increases are centrally determined; Store Managers have no discretion over them. (M Tr. 83; B I Tr. 259, 284).

All District 2030 partners also receive the same benefits. (Tr. 30, 269). In addition, all District 2030 partners receive access to the following:

- Medical, dental, and vision coverage (after 20 hours)
- Short- & Long-Term Disability Coverage
- Life Insurance
- A yearly grant of stock
- Access to the Company's Stock Investment Plan
- Company's 401(k) Plan
- Partner & Family Sick Time
- Paid Parental Leave
- Lyra Mental Health
- Headspace
- Weekly free coffee mark outs
- Free coffee and food while working
- Care@Work
- Financial Assistance Program (CUP) Fund
- Food discounts
- Time and a half paid for holidays
- Family expansion reimbursement
- DACA filing fees
- Free bachelor's degree through Arizona State University
- Online courses on sustainability
- Starbucks Coffee Academy
- Coffeegear
- Commuter benefits
- Starbucks Rewards Partner Benefits
- Partner Discount Programs
- Giving Match
- Partner Connection & Fitness Reimbursement
- Elite Athlete Program
- Partner Recognition

(Tr. 92; Er. Ex. 8).

Beyond receiving the same wages and benefits, all District 2030 partners enjoy the same working conditions regardless of the store in which they work on a given day, such as uniforms and access the same timekeeping system and register system. (Tr. 30). Working conditions do not vary by store. SM Andrews testified that working conditions between Store 2810 and other stores she has managed are consistent. (Tr. 29).

E. The NLRB Has Held the Single-Store Presumption Rebutted Under Circumstances Similar to Those in This Case.

The quantum of evidence regarding central control of operations and labor relations and common terms and conditions of employment in this case is similar to or greater than those cases in which the Board held that the employer had overcome the single-facility presumption. For instance, in *Super X Drugs*, 233 NLRB at 1114-15, the Board found that a multi-location unit was

appropriate where the centralized control of operations and labor relations left the authority of store managers “severely circumscribed.” As in the instant matter, in *Super X*, all of the Company’s stores were similarly laid out and displayed and sold the same merchandise, and the district manager determined advertising, prices, operating hours, the number of employees in each position, and the hours to be worked by employees. The Board found that the employer’s operations were “highly centralized” and that the only appropriate unit included all four of the employer’s stores in the Chicago area or all five of its stores in Cook County.

Similarly, in *Kirlin’s*, 227 NLRB at 1220-21, the Board held that a single-location unit was inappropriate because “of the integrated operation of the six stores, the centralized management of labor matters, commonality of supervision, interchange of employees, identical employee functions and terms and conditions of employment, the limited personal authority of each store manager, and the proximity of the two Carbondale stores within the same shopping mall.” In its decision, the Board noted that purchasing, accounting and distribution of merchandise were handled centrally for all stores, all stores were similarly laid out and displayed and sold goods at the same prices, the operations manual was centrally drafted and established uniform guidelines for all stores, and employees performed the same functions, received the same wages and participated in common benefits across stores. While the individual store managers in *Kirlin’s* were involved in the hiring, firing, and discipline process, and could recommend the same, which far exceeds the involvement of Starbucks’ Store Managers in District 2030, the Board found that the *Kirlin’s* district manager “share[d] final authority” with the store manager. *Kirlin’s*, 227 NLRB at 1221. Similar to the facts in this case, the store managers in *Kirlin’s* had, at best, “limited authority” in daily labor relations decisions, but the Board found that the centralized control over operations showed a “lack of autonomy at the store-level” that rendered a multi-location unit

appropriate.

Similarly, in *Big Y Foods, Inc.*, 238 NLRB 860 (1978), the Board found a multi-location unit appropriate and held that the three petitioned-for stores lacked sufficient local autonomy. In its decision, the Board noted that “[a]lthough it is apparent that the individual store managers directly supervise employees, it cannot properly be concluded the managers significantly control or implement terms and conditions of employment of the liquor markets’ employees.” *Id.* at 861. While the Board recognized that local managers assigned duties and prepared schedules, this authority was circumscribed by the centralized control over employee hours and uniform policies. *See also Walakamilo Corp.*, 192 NLRB 878, 878 & n.4 (1971) (finding “individual store managers exercise little discretion” because the director of operations set wages, granted promotions, and had final authority with regards to grievance adjustments, even though individual store managers may hire employees and discharge employees); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB 881, 882 (1971) (finding individual restaurants subject to “close centralized control” notwithstanding that individual store managers were authorized to hire new employees at the state’s minimum wage rate, could discharge new employees within a 90-day probationary period, and issue discipline); *White Castle System, Inc.*, 264 NLRB 267, 268 (1982) (noting individual store manager authority was “highly circumscribed” despite store supervisors being permitted to interview and hire employees subject to a district manager’s approval); *Nakash, Inc.*, 271 NLRB 1408, 1409 (1984) (finding individual store manager’s autonomy “severely circumscribed” where, although store manager hired individuals, the store manager had to adhere to “established guidelines” in hiring, and otherwise confer daily with a member of central management about hiring and firing decisions).

F. There is a High Degree of Employee Interchange Across the All Stores in District 2030.

In addition to the significant evidence of centrally controlled operations and labor relations, the hearing record is replete with substantial testimonial and documentary evidence detailing the extensive level of partner interchange among stores in District 2030.

Partner borrowing is a common practice at Starbucks. Partners borrow shifts for various reasons: sometimes it is planned and based on a staffing need or request from a store manager; sometimes it is voluntary, for example, a partner is looking to pick up more hours for a personal reason. (Tr. 76). Regardless of the reason for the borrowing, the store manager must be aware of the borrowed shift ahead of time to add them into Partner Hours so that the partner can clock in and out. (*Id.*). SM Andrews testified that partner borrowing is much more common within District 20230 than within the larger Area 10. (Tr. 77, 128).

Union witness Brent Hayes testified that although he does not borrow shifts often, he has still borrowed shifts at approximately five stores. (Tr. 319). Additionally, even though he works a less busy shift at the Westlake store, he still sees borrowed partners at the petitioned-for store once every ten days. (Tr. 330-331). Similarly, Union witness Jared Barnett testified that he sees borrowed partners during his shifts approximately once to twice per month. (Tr. 368-369). Barnett also explained his borrowing experienced during COVID-19. When he returned from his COVID-related leave of absence, he was assigned to borrow shifts at the Olive Way store. (Tr. 370). The last shift Barnett borrowed was at the Westlake and Mercer store, which is also in District 2030. (Tr. 376). In fact, Barnett testified that in his experience, he has not borrowed any shifts outside his district. (Tr. 400).

Starbucks provided raw data, with specific partner information, dates, stores, and time punch details, for all partners in District 2030, and presented expert testimony from Dr. Matthew

Thompson, who was received as an expert in the field of labor economics, Tr. at 406, to analyze and explain the data contained in Employer Exhibits 15-21. (Tr. 408). His expert analysis concluded that Starbucks partners extensively interchange among the District 2030 stores. Dr. Thompson's expert report, Employer Exhibit 25, provides visuals of his interchange analysis based on the underlying data pulled by Starbucks.⁷

1. Expert Testimony Should be Given Significant Weight.

Board law recognizes the value that expert testimony may have in its hearings and applies Federal Rule of Evidence 702. *See* § 16-702, ALJ Bench Book (Jan. 2021) (noting that the Board applies Federal Rule of Evidence 702, which allows expert testimony if it will “help the trier of fact to understand the evidence or to determine a fact in issue.”).

Here, Starbucks presented a large volume of raw data regarding partner interchange and statistical analysis regarding the same clearly assists in determining the issues presented at hearing. In fact, the Board has specifically recognized the value of statistical analysis to contextualize interchange data, concluding in *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999), that interchange data presented without any statistical analysis was “of little evidentiary value.” Performing such a statistical analysis is not something that the Board or Regional Directors are required to attempt, nor are they authorized to hire economic experts like Dr. Thompson of their own volition, should they be unable to do so. *See* 29 U.S.C. § 154(a) (“Nothing in this subchapter shall be construed to authorize the Board to appoint individuals . . . for economic analysis.”). It follows, therefore, that having an expert like Dr. Thompson conduct a statistical data analysis and testify regarding what that data means in context, is inherently useful.

Dr. Thompson's expert report, Employer Exhibit 25, was prepared based on the aggregate

⁷ Eli Hanna, a Decision Scientist at Starbucks, testified to the manner in which the data was collected and organized. (Tr. 274, 276-282, 286-289, 292-292).

data in Employer Exhibit 21, the partner information in Employer Exhibit 15, and the store listings in Employer Ex. 20. (Tr. 407-408).

2. The Analysis of Starbucks' Interchange Data Demonstrates Real and Substantial Partner Interchange Throughout District 2030.

Dr. Thompson not only analyzed Starbucks' interchange data in District 2030 as a whole but also controlled for the impact of COVID-19, the impact of permanent transfers, and the impact of opening and closing stores. As the NLRB's case law makes clear, the rates of interchange identified by Starbucks' data and Dr. Thompson's accompanying analysis strongly support rebuttal of the single-store presumption in this case. Partners who work only in their home store are the minority in all of the District 2030 stores; over 41 percent of partners worked in more than one store in District 2030, and a significant majority of the partners working in the Westlake store were "borrowed" partners from other home stores. (Er. Ex. 25 at 1). This level of interchange is sufficient to rebut the single-store presumption. *See, e.g., Budget Rent A Car*, 337 NLRB 884, 884-85 (2002) (19.0% interchange rate supported rebutting single-store presumption); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB 881, 882 (1971) (14.3% interchange rate supported rebuttal of single-store presumption); *McDonald's*, 192 NLRB at 878-79 (multi-location unit appropriate where 58 out of 243 employees were temporarily transferred and the interchange rate was less than 1%).

a. Almost Half of Partners Working in District 2030 Work in More than One Store.

An analysis of the data available for non-exempt Starbucks partners working in District 2030, which covers nearly a two-year period between April 29, 2019 – January 16, 2022, shows that over 41 percent of partners worked in two or more stores. (Er. Ex. 25 at 1). Conversely, just over half (approximately 58 percent) of the partners working in District 2030 worked in **only** a single store (which may or may not be their home store) during the data period. (*Id.*). Figure 1

below illustrates the distribution of partners within District 2030 by the number of stores in which they work.

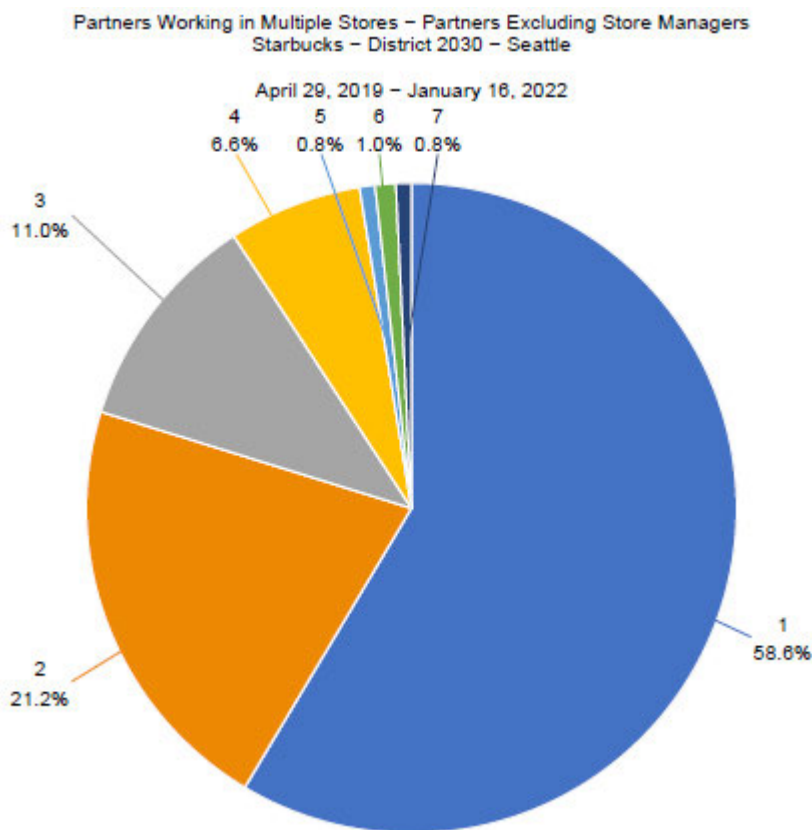


Figure 1

A similar analysis of the petitioned-for store shows that partners working in the Westlake store at any time during the period covered by the data shows that 62.6 percent of partners ever working at Westlake worked in two or more stores. (Er. Ex. 25 at 2). Significantly, just over one third of the partners – only 37.4 percent – working at Westlake worked only in that store (which, again, may or may not be their “home store”) during the data period. (Tr. at 410). Figure 2 below illustrates the distribution of partners working at Westlake by the number of stores in which they work:

Partners Working in Multiple Stores – Partners Excluding Store Managers – Store 2810
Starbucks – District 2030 – Seattle

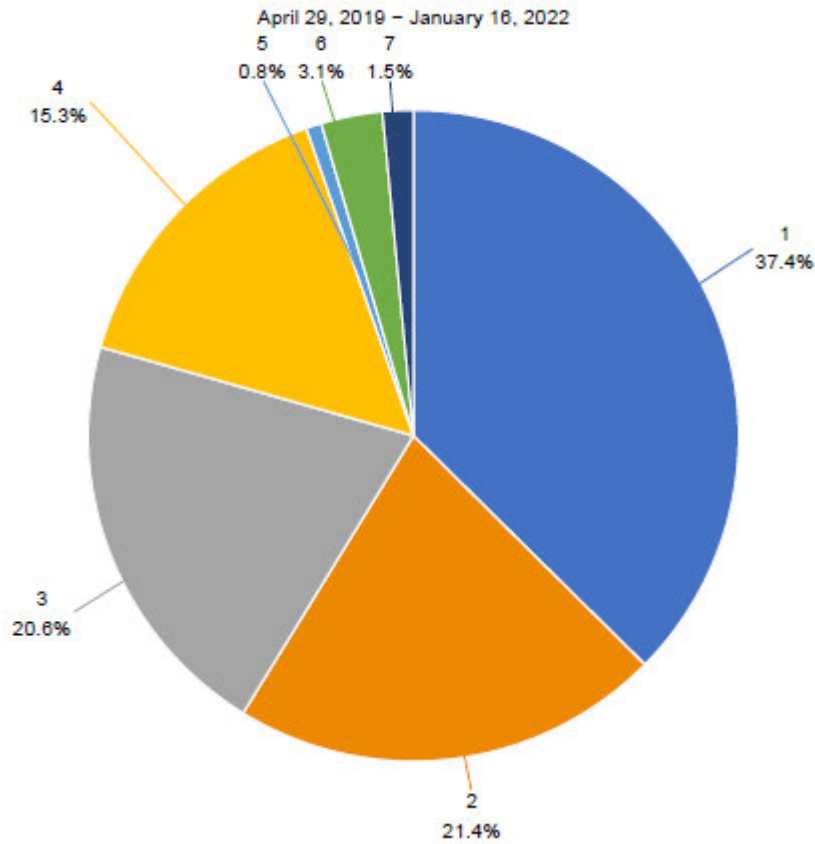


Figure 2

b. Partners Working Only in Their Home Store Are the Minority in Almost Every Store in District 2030.

Figure 3 below indicates which partners working in each store are assigned to that store as their home store (the blue and orange portions of each bar) as opposed to having another store as their home store (the gray portion of each bar). Together, the blue and orange parts of each bar in Figure 3 comprise the population of partners assigned to each store as their home store.

At the Westlake store, just over half – 53 percent – of the partners working in the store during the data period were assigned that store as their home store, while the other 47 percent of partners working at Westlake during the review period were borrowed partners assigned to other home stores. No stores within District 2030 are staffed entirely by partners from that home store.

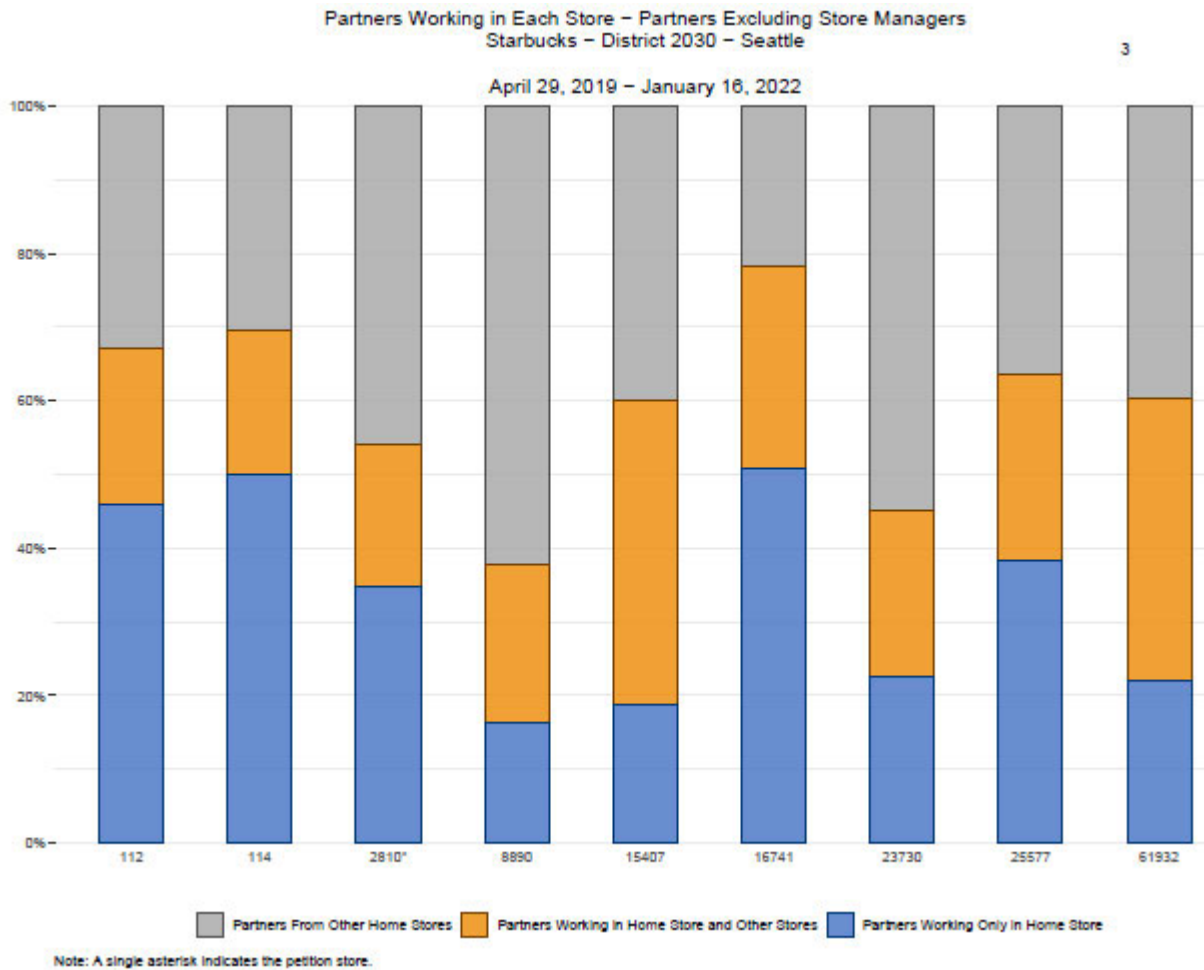


Figure 3

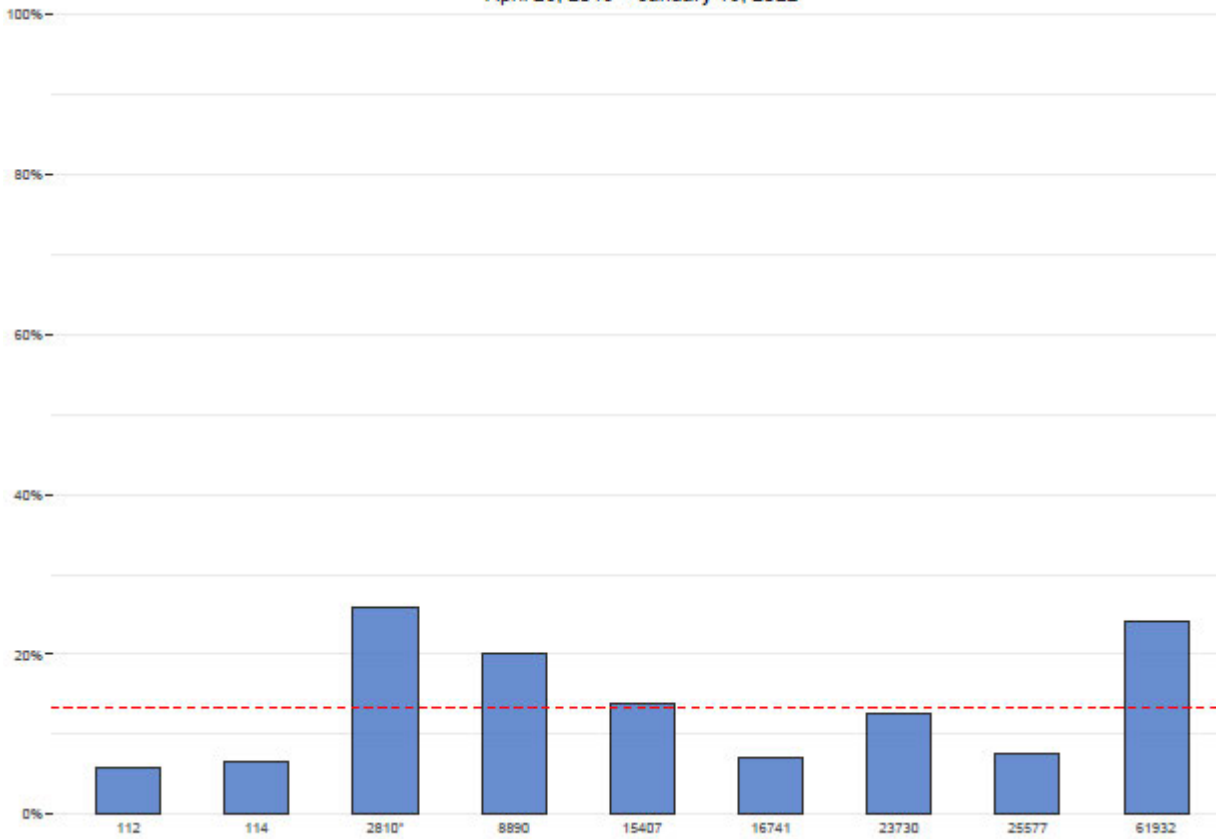
c. Almost One-in-Five Store-Days Require Borrowed Partners District-Wide, and More than One-in-Four Days Require Borrowed Partners at the Petitioned-For Store.

Figure 4 below illustrates how common it is for a store within District 2030 to operate using at least one borrowed partner. The red-dotted line indicates the district average of about 13.4 percent of store-days require borrowed partners to operate. Importantly, the Westlake store is the store that requires the most borrowing within District 2030 on a per store-day basis. (Tr. 412-413). About 25 percent, or one in every four store-days, are staffed using borrowed labor at the Westlake store:

Store-Days Requiring at Least One Borrowed Partner – Partners Excluding Store Managers
Starbucks – District 2030 – Seattle

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April 29, 2019 – January 16, 2022



Note: The red dotted line represents the 13.4 percent of store-days requiring at least one borrowed partner across the entire district.

Figure 4

d. A Widespread Pattern of Geographic Borrowing Occurs Across All Stores in District 2030

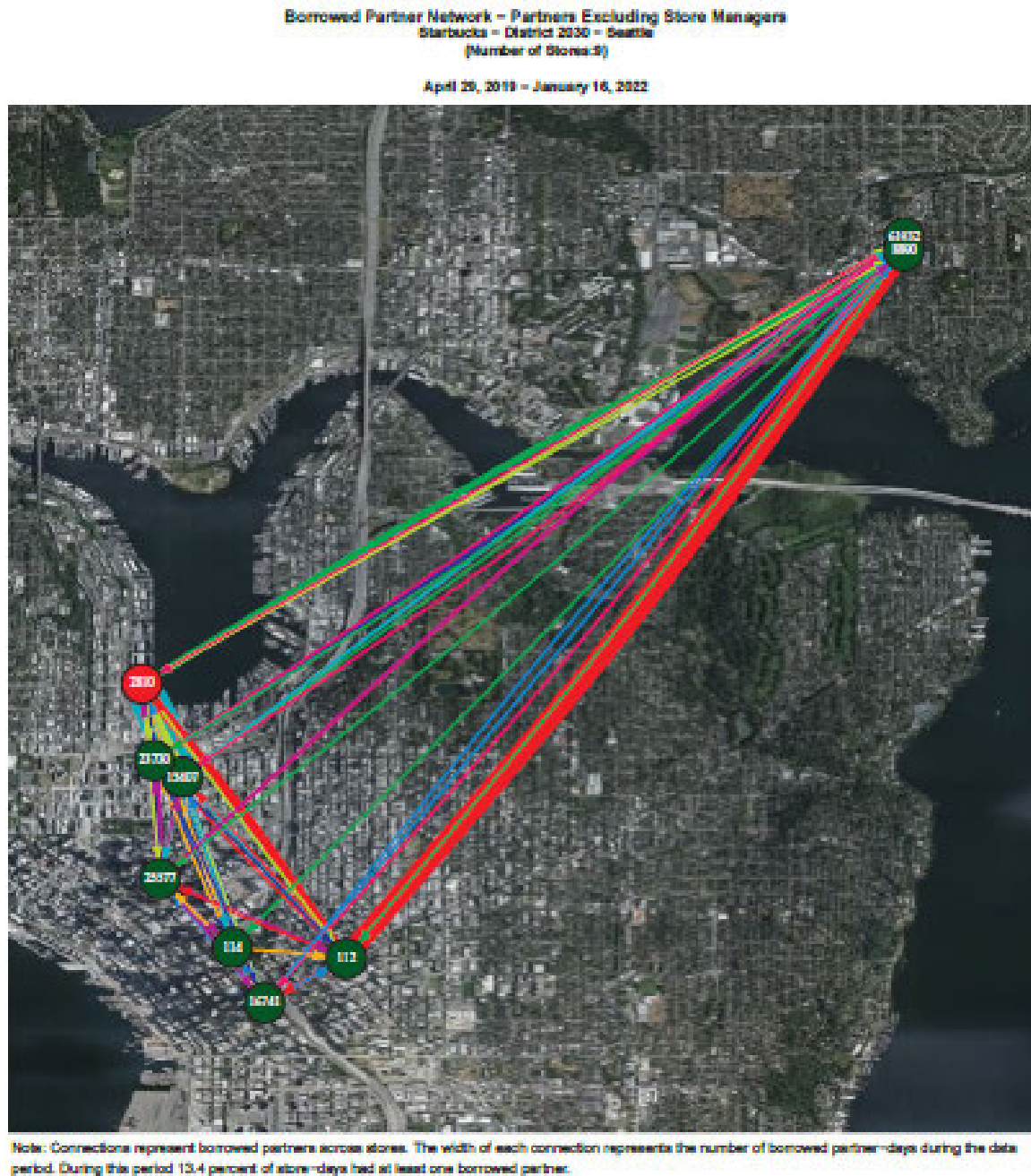


Figure 5

Figure 5 above is a map indicating the locations of all Starbucks stores in District 2030. The lines connecting the stores indicate the flow of borrowed partners across stores, with arrows indicating the direction of the borrowing. This map illustrates the extent to which borrowing is

widespread across the district. There are no stores that are isolated or excluded from borrowing or lending partners; even more geographically separated District 2030 stores (e.g., Stores 61932 and 8890) borrow from and lend partners to many other stores within the district. (Tr. 415). Nor are any smaller clusters of stores isolated from the rest of the district, sharing partners only amongst themselves. (*Id.*). A clear pattern of regular interchange between all stores in the district emerges from the network illustrated in the map. Similarly, Figure 6 demonstrates the widespread interchange to and from the petitioned-for store:

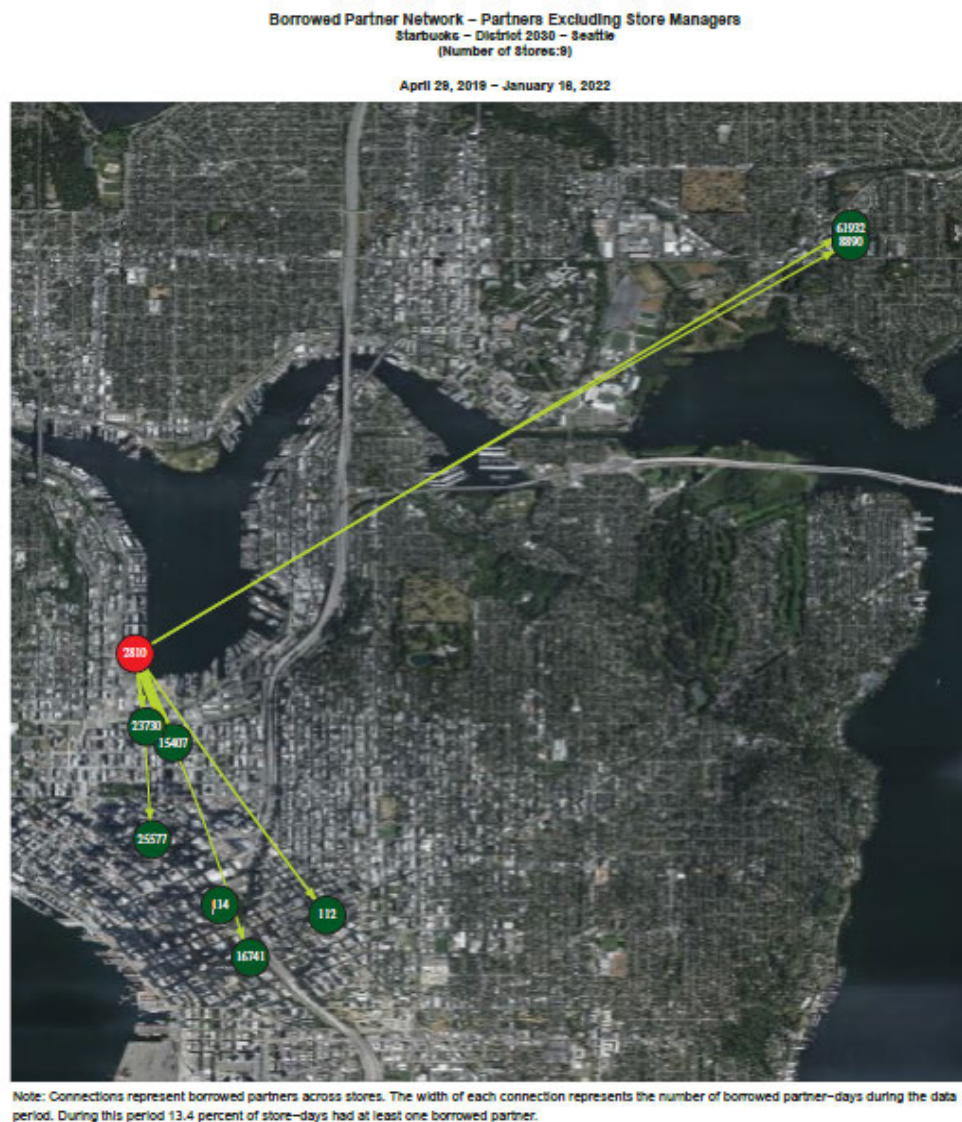


Figure 6

e. Changes During COVID Are Not Driving Patterns of Regular Interchange Between Stores.

Dr. Thompson concluded that COVID-19 pandemic did not artificially inflate the pattern of interchange in District 2030. Examining pre-pandemic interchange, *i.e.*, interchange from April 29, 2019 through February 29, 2020, the data still demonstrated similar borrowing patterns.⁸ For example, across the district, over 17 percent of partners worked in more than one store during the 10-month, pre-COVID period. (Er. Ex. 25 at 10). Within the Westlake store, 45.5 percent (nearly half) of partners worked in more than one store. (Er. Ex. 25 at 11). Additionally, within the Westlake store, about 10 percent of store days required borrowed partners during the pre-COVID period. (Er. Ex. 25 at 13; Tr. 419-420). With the exception of two stores, interchange still occurred across different stores through District 2030. (Tr. 422; Er. Ex. 25 at 16). Accordingly, even given the limited data in the ten-month period pre-COVID, a pattern of regular interchange exists and rebuts the single store presumption.

f. The Transition and Training of Labor Associated with Opening Stores Within the District Are Not Driving Interchange.

Dr. Thompson also controlled for the impact of opening or closing stores on interchange within District 2030. (Tr. 423-429). During the data period, there was only one store that opened, so Dr. Thompson removed any data relating to that store. (Tr. 423). Even after removing this data, interchange patterns remained similar. (Tr. 424). For example, almost 40 percent of partners worked in more than one store during the data period. (*Id.*; Er. Ex. 25 at 19). With respect to the Westlake store, over 60 percent of partners worked in more than one store. (Tr. 424; Er. Ex. 25 at

⁸ The pre-Covid analysis only included eight out of the nine District 2030 stores because Store 61932 did not open until October 2020. (Tr. 420).

20). Again, the Westlake store required the most borrowed partners, utilizing a borrowed partner about one in every four store days. (Tr. 425). If interchange were being driven primarily by the transition and training of partners associated with opening stores within the district, the patterns of borrowed partner labor would be absent from the data when excluding any shifts associated with the opening store (as either the home store or the worked store).

g. Temporary Sharing of Labor Preceding or Following a Permanent Transfer of a Partner Between Stores Is Not Driving Interchange.

Dr. Thompson additionally controlled for permanent transfers between stores.⁹ If a partner permanently transferred from Store A to Store B, Dr. Thompson removed all shifts that partner borrowed between Store A and Store B. (Tr. 429). Even excluding all partners who experienced a permanent transfer, the data still shows significant measures of regular interchange. The resulting analysis showed the following:

- Across the district, more than 41 percent of partners in the data worked in more than one store during the data period. (Er. Ex. 25 at 28).
- Within Westlake alone, nearly 63 percent of partners worked in more than one store. (Er. Ex. 25 at 29).
- Eleven percent of store-days relied on borrowed labor within the district, and more than 20 percent of Westlake store-days rely on borrowed partners. (Er. Ex. 25 at 31).

Again, Dr. Thompson testified that regular interchange still exists between stores and that permanent transfers are not driving interchange. (Tr. 430-431).

In sum, the undisputable data confirms a high level, intentional level of partner interchange, which is entirely consistent with the Company's business model, which is to promote consistency

⁹ In its Order denying Starbucks' Request for Review in Buffalo I, the Board disavowed the ARD's "suggestion that *Lipman's*, 227 NLRB 1436, 1438 (1977), stands for the proposition that permanent transfers are not relevant to the Board's analysis of employee interchange in this context." (03-RC-282115, et al, Order at 2 n.2).

and utilize a dedicated workforce of partners who are able to seamlessly work in any District 2030 store to meet business needs.

h. The Interchange Data Exceeds What the NLRB Has Required in Finding the Single-Store Presumption Rebutted.

The Company's data far exceeds the baseline standards for rebuttal of the single-location presumption in cases holding that a multi-location unit was appropriate versus the petitioned-for single stores. *See Budget Rent A Car Sys., Inc.*, 337 NLRB at 884-885 (concluding when taken as a whole, single-location presumption was rebutted where evidence demonstrated that temporary transfers occur "a couple of times per month" and employer presented evidence of four temporary transfers over the first few months of the year in a proposed unit of 21 (19.0%)); *Kirlin's Inc. of Cent. Ill.*, 227 NLRB at 1220-1221 (explaining that transfers among stores to cover employee illnesses, vacations, training, and conducting inventory support a rebuttal of the presumption that a single-location unit is appropriate); *Super X Drugs*, 233 NLRB at 1115 (finding single-location presumption rebutted where employer presented evidence of 21 instances of temporary transfer and 3 permanent transfers out of an employee compliment of 65 (32.3% temporary transfer rate); *Gray Drug Stores, Inc.*, 197 NLRB 924, 924-926 (1972) (concluding there was "substantial and frequent interchange" supporting a multi-location unit where approximately 300 out of 700 employees (42.8%) engaged in temporary transfer.); *McDonald's*, 192 NLRB 878, 878-879 (1971) (holding multi-location unit was appropriate where 58 out of 245 employees (23.7%) were temporarily transferred and the overall interchange was less than 1%); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB at 882 (finding a multi-location unit was appropriate where managers transferred employees "to handle unusual changes in in the volume of business at particular outlets" and 45 to 50 employees out of 350 employees (14.3%) were temporarily transferred).

i. The Union's Labelling the Interchange "Voluntary" Does Not Diminish the Interchange Evidence.

The Union may label the partner interchange as "voluntary" in an attempt to diminish the meaning of the interchange data and borrowing rates. However, the Union did not provide any data or reliable testimony as to its voluntariness claims and sought to elicit testimony that witnesses volunteered to work in other stores. Moreover, Union witness Brent Hayes testified that the last time he worked a borrowed shift was because another store needed shift coverage; and at most, it was ambiguous whether he was directed to work that shift or whether he volunteered to work that shift. (Tr. 321).

The reality, as detailed in the record, is that Starbucks partners do not simply decide when and where they want to work. Rather, they are scheduled to work and do work as scheduled. As with other businesses, partners do fill-in for other partners, but that commonplace business fact does not lessen the significance of the high level of partner interchange. Starbucks allows partners in different stores to exchange shifts provided it meets business needs because that flexibility is an interest partners share in a closely integrated structure. All partners are informed of this expectation upon hire and the culture of interchangeability permeates across District 2030. Therefore, the Starbucks staffing model is designed to account for market-wide staffing through volunteers. (M Tr. 44; B I Tr. 751). But that does not mean partners simply decide when and where they want to work without regard to the business needs. Of course, Starbucks can and does mandate when necessary that partners work in specific stores to fill specific needs. (M Tr. 39-40).

Moreover, there is no basis in Board law for the Union's position that a partner's willingness to work across multiple stores as a clear expectation upon hire somehow undermines the extent of employee interchange under the law. The focus of the interchange analysis is whether a significant portion of the workforce is involved in interchange, which is patently the case

herein.¹⁰

In addition to the high level of partner interchange, the record evidence establishes extensive contact among the District 2030 partners. District 2030 partners have regular contact by working together, connecting via email, texting, calling one another, social media and chat groups, and attending partner network (affinity group) and mentoring events in the district. (M Tr. 39, 54, 65-66). Also, partners have contact with one another and share supplies across District 2030's stores. (M Tr. 150-51). This level of contact further supports a multi-location unit.

G. All District 2030 Stores are Located in Close Proximity to One Another, and Closer than the Locations in Many Multi-Location Units Found Appropriate by the Board.

All of the stores in District 2030 are in relatively close geographic proximity to one another. The geographic proximity of the stores in District 2030 is reinforced by the interchange data mapped on Figure 5 generated by Dr. Thompson and reproduced above.

Starbucks does not select store sites based on the site's proximity to another Starbucks store, but rather based on its efforts to gain market share over its competitors in the district. (B I Tr. 53). This fact is evident in the district-based hiring process, the district-based scheduling process, and the significant evidence of partner interchange between stores. Moreover, these stores are significantly closer together than the stores in *Gray Drug Stores*, 197 NLRB at 924-926, which were deemed sufficiently close together for a multi-location unit despite being located along a 300 mile stretch up the Florida coast. *See also Dayton Transp. Corp.*, 270 NLRB 1114, 1115-16 (1984) (terminals were a total of 175 miles apart were not distant and, in any event, the nature of the

¹⁰ While Starbucks believes that the data overwhelmingly supports a multi-location finding, interchange is not a necessary condition for overcoming the single-location presumption. *See V.I.M. Jeans*, 271 NLRB 1408, 1409 (1984) ("Viewed against the background of the highly centralized administration of all nine stores, the daily contact with [Company President] and the other supervisors and the restricted authority of the store manager, the fact that there is not substantial employee interchange pales in its importance to the determination of the issue.").

employer's operations, the similarity of skills, and the frequency of interchange among drivers at the terminals and the resultant commonality of supervision demonstrated a shared community of interests rendering a single-location unit inappropriate).

H. The Parties Have No Bargaining History But Partners Across District 2030 Have Shared Interests.

While there is no bargaining history, the evidence in this case shows that Starbucks' hourly partners share a strong community of interests throughout District 2030. Bargaining on a single location basis is inconsistent with the Company's business model premised on partners seamlessly working across District 2030 stores, including the petitioned-for Westlake store. On the other hand, bargaining on a multi-location basis is consistent with the Company's highly integrated operations, manifested through the high level of partner interchange. Furthermore, bargaining at a single location does not make practical sense because there is a lack of local autonomy at the store level.

IV. THE UNION'S EFFORT TO SECURE VOTES IN A SINGLE DISTRICT 2030 STORE DEFIES THE REALITY OF DISTRICT 2030 OPERATIONS AND IS NOT CONDUCTIVE TO STABLE LABOR RELATIONS.

The Union's effort to seek an election in a single store, or likely in a series of single-store units as it is nationwide, is not conducive to stable labor relations. Courts and the Board have long recognized that, in exercising its discretion to determine a unit appropriate for the purposes of collective bargaining, the Board must assure that the approved unit creates a situation where stable and efficient bargaining relationships can occur. *See Colgate-Palmolive-Peet Co. v. NLRB*, 338 U.S. 355, 362 (1949) ("To achieve stability of labor relations was the primary objective of Congress in enacting the [NLRA]."); *NLRB v. Catherine McAuley Health Center*, 885 F.2d 341, 344 (6th Cir. 1989) ("In addition to explicit statutory limitations, a bargaining unit determination by the Board must effectuate the Act's policy of efficient collective bargaining.").

The goal of employee free choice must be balanced with the need to assure a stable,

efficient collective bargaining relationship. See *Allied Chem. Workers v. Pittsburgh Plate Glass Co.*, 404 U.S. 157, 172-73 (1971) (citing *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 165 (1941)); *Kalamazoo Paper Box Co.*, 136 NLRB 134, 137 (1962)). “As a standard, the Board must comply, also, with the requirement that the unit selected must be one to effectuate the policy of the Act, the policy of efficient collective bargaining.” *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. at 165. To do otherwise undermines, rather than promotes, efficient and stable collective bargaining. See, e.g., *Bentson Contracting Co.*, 941 F.2d 1262, 1265, 1269-70 (D.C. Cir. 1991); see also *Fraser Eng’g Co.*, 359 NLRB 681, 681 & n.2 (2013).

The statutory requirement of stable labor relations and effective collective bargaining is a prominent reason why the Board and courts have emphasized that “the manner in which a particular employer has organized his plant and utilizes the skills of his labor force has a direct bearing on the community of interest among various group of employees in the plant and is thus an important consideration in any unit determination.” *Bentson*, 941 F.2d at 1270, n.9 (citing *Gustave Fisher*, 256 NLRB at 1069 n.5 and quoting *International Paper Co.*, 96 NLRB 295, 298 n.7 (1951)); *Catherine McAuley*, 885 F.2d at 345; *Fraser Eng’g*, 359 NLRB at 681 & n.2. As similarly observed in *NLRB v. Harry T. Campbell Sons’ Corporation*:

But winning an election is, in itself, insignificant unless followed by stable and successful negotiations which may be expected to culminate in satisfactory labor relations....If the Board’s selection of the appropriate bargaining unit...[here, a separate department of an integrated quarry operation] were to stand and bargaining is undertaken, neither party on the stage at the bargaining table could overlook the fact standing in the wings are more...[unrepresented] employees, employees who cannot be separated in terms of labor relations from the small group of employees directly involved.... The Board here has created a fictional mold within which the parties...[must] force their bargaining relationships. In the language of *Kalamazoo Paper Box Corp.*...such a determination “could only create a state of chaos rather than foster stable collective bargaining,”

because in the “fictional mold” the prospects of fruitful bargaining are overshadowed by the prospects of a breakdown in bargaining.

407 F.2d 969, 978 (4th Cir. 1969). Fruitful bargaining breaks down because both parties would be necessarily focused on the impact of their bargaining decisions on the larger, unrepresented group of employees with whom the unit employees clearly share a significant community of interests. *See also Szabo Food Servs., Inc. v. NLRB*, 550 F.2d 705, 709 (2d Cir. 1976) (“In view of the high degree of integration of the employer’s...business operation, the practical necessities of collective bargaining militate against the creation of a fractured bargaining unit, with its attendant distortion of the employer’s business activities and labor relations....”).

The Union’s effort to separate a single store from the nine stores in the highly- integrated District 2030 creates the very situation the Supreme Court, numerous Courts of Appeal, and the Board have cautioned against. As fully explained above, virtually all of the bargainable employment terms are controlled at the district level, regional level, or national level. Starbucks has deliberately organized the district in this way so that: (1) the customer experience in each store is the same; and (2) District 2030 partners can and do work in any store in the market without the need to retrain, while receiving the same wages and benefits and utilizing the same policies, human resources procedures and technology. This is truly a district-based rather than store-based operation. As a result, allowing bargaining to occur on a store-by-store basis, rather than a district-wide basis, would create a “‘fictional mold’ [in which] prospects of fruitful bargaining are overshadowed by the prospects of a breakdown in bargaining.” *Harry T. Campbell Sons’ Corp.*, 407 F.2d at 978 (citing *Kalamazoo Paper Box Co.*, 136 NLRB at 137).

V. THE UNION’S EFFORT TO HOLD ELECTIONS IN SINGLE-STORE BARGAINING UNITS VIOLATES SECTION 9(C)(5).

Further, ordering an election solely at the Westlake store would violate Section 9(c)(5), which provides: “[i]n determining whether a unit is appropriate... the extent in which the

employees have organized shall not be controlling.” 29 U.S.C. § 159(c)(5). The U.S. Supreme Court has cautioned that enforcing courts “should not overlook or ignore an evasion of the § 9(c)(5) command.” *NLRB v. Metro. Life Ins. Co.*, 380 U.S. 438, 442 (1965). The community of interest facts at issue, precedent with respect to determining the appropriate bargaining unit, and whether the unit determination is adequately explained, are all analyzed in determining whether a Section 9(c)(5) violation exists. *See, e.g., Lundy Packing Co.*, 68 F.3d 1577, 1580-83 (4th Cir. 1995); *May Dept. Stores Co. v. NLRB*, 454 F.2d 148, 150-51 (9th Cir. 1972).

In this case, the evidence and the law demonstrate that the single-store presumption has been rebutted, and that the smallest appropriate unit is one consisting of all hourly baristas and shift supervisors working in District 2030. Just as in *Szabo Food Markets*, 126 NLRB 349, 350 (1960), where the Board found that an arbitrary grouping of stores was controlled by the extent of organization, the single store petitioned-for by the Union is part of the larger District 2030; it is operated based on policies and procedures applicable to all stores in the district; the partners working in the Westlake store have the same training, wages, benefits, uniforms, and employment policies; and, they interchange on a frequent basis between stores in the district. There is simply no basis on which to carve out one store from the whole of District 2030. On these facts, and in light of the Board precedent discussed above, the Union’s selection of the Westlake store in which to pursue an election is arbitrary and controlled by the extent of its organizing in violation of Section 9(c)(5) of the Act. *See also Malco Theatres, Inc.*, 222 NLRB 81, 82 (1976) (petitioned-for unit of five theaters out of eight in the Memphis area was inappropriate where employees at all theaters had virtually identical wages and benefits, common supervision, common operating policies, employee interchange between theaters, and were all located in a metropolitan area); *Kansas City Coors*, 271 NLRB 1388, 1389-90 (1984) (petition seeking only some, not all of

employer's locations was inappropriate where locations were only 25-30 miles apart at most, all labor relations policies and methods of operation were employer-wide and controlled by employer policy, employees at the stores performed the same work in the same job classifications and under the same employment terms, and there was "some" interchange of employees and equipment among the locations).

VI. CONCLUSION.

For all of the above reasons, the Union's request for a randomly selected single-store election in District 2030 is not appropriate. Starbucks respectfully requests that the Region directs a multi-location election for the baristas and shift supervisors working across the nine District 2030 stores and dismiss the Union's petition.

Respectfully submitted,

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CERTIFICATION OF SERVICE

I certify that on March 4, 2022, I caused a copy of the foregoing Post-Hearing Brief to be e-Filed and served electronically upon the following:

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